

## **TERMS AND CONDITIONS OF SALE**

### **1. CONTRACT ACCEPTANCE:**

Any written or oral purchase order received from Buyer by Seller shall be construed as a written acceptance of Seller's offer to sell and shall be filled in accordance with the terms and conditions of sale set forth herein. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. The terms and conditions of Seller's proposal (if any) and acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless Buyer notifies Seller in writing of its objections thereto within fifteen (15) days from receipt of Seller's acknowledgement. Buyer's standard terms of purchase will not be considered a counteroffer to Seller's terms and conditions of sale. The failure of Seller to object to any provision in conflict herewith whether contained on Buyer's purchase order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

### **2. QUOTATIONS AND PRICES:**

Any product, service capability or manufacturing capability which may be available at the time a quotation is made is subject to prior sale. Prices quoted are subject to change without notice. The price in effect at the time of shipment including any escalation formula will apply, unless a valid quotation or written agreement to the contrary exists between Buyer and Seller. All prices shown are in U.S. dollars and are F.O.B. Seller's shipping point. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law. Any documentation pertaining to traceability requirements for raw materials or products or documentation required for any routine or special processes must be identified by the Buyer at the time of quotation (if any) or at the time of order placement.

### **3. TAXES:**

Any tax or other charge imposed by law on the sale or production of goods or the performance of services shall be paid by the Buyer, unless the law specifically provides that such payment must be made by Seller, in which case Buyer shall reimburse Seller for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by Buyer.

### **4. SHIPPING SCHEDULE AND DELIVERY:**

Shipment schedules are given as accurately as conditions permit and every effort will be made to make shipments as scheduled. Seller will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Buyer (or any third party) occasioned by deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, fire, flood, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control, whether of similar or dissimilar nature than those enumerated. Seller shall have additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it may consider to be equitable. Seller reserves the right to furnish commercially equivalent or better substitutes for materials or to subcontract the Buyer's order or portions thereof as Seller deems necessary. In no event shall Seller be liable for any consequential damages resulting from failure or delay in shipment. If Buyer requires drawings, procedures, standards or similar material for approval, shipping schedules will be calculated from the time such approvals are received by Seller, since shipping schedules are based on Seller having all required information and a firm order from Buyer which is enterable into production. Any hold points, witness points or the need for inspection by Buyer's representatives must be identified by Buyer at the time of quotation (if any) and/or order placement in order that the effect on the prices or shipping schedules (if any) can be taken into account. Additional inspection or testing required by Buyer which affects normal production sequence will be considered as extending the shipping dates accordingly.

### **5. TERMS OF PAYMENT:**

Terms of payment are 30 days from date of invoice unless otherwise stated in the quotation or Seller's order acknowledgment.

### **6. CANCELLATIONS AND RETURNS:**

Purchase orders once placed by Buyer and accepted by Seller can be canceled only with Seller's written consent and upon terms which will save Seller from loss. No products may be returned for credit or adjustment without written permission from Seller's office authorized to issue such permission.

### **7. WARRANTIES:**

All products of Seller's manufacture except for its Orbit product are warranted against defects of material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever period first expires while its Orbit product is warranted for thirty six (36) months from date of shipment, when all such products are used in the service and within the pressure range for which they were

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manufactured. In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller. Any repair work performed by Seller is warranted for one year from completion of such repairs and applies only to work performed. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any product or repair and if in the Seller's sole judgment the product or repair does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. to Seller's designated plant or service location. Seller has no liability for removal or reinstallation of products or equipment. Seller, at its option and expense, shall repair or replace the defective part or product, or repay to Buyer the full price paid by Buyer for such defective part, repair or product. Any repayment of purchase price shall be without interest. Seller's warranty liability, including defects caused by Seller's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Seller's judgment) as to affect the products adversely. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

#### **8. ENGINEERING AND SERVICE:**

Upon request, Seller will provide engineering and/or technical information regarding its products and their uses and, if feasible, will provide personnel to assist Buyer in effecting field installations and/or field service. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only

#### **9. LABOR STANDARDS:**

Seller hereby certifies that these products were produced in accordance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

#### **10. INSPECTION:**

Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's plant or other shipping or receiving point designated by Seller and shall be conclusive except as regards latent defects. Buyer's representatives may inspect at the Seller's plant or shipping point during working hours prior to shipment in such manner as will not interfere with operations.

#### **11. DELIVERY AND ACCEPTANCE:**

Delivery shall be in accordance with the requirements in the Purchase Contract, provided, in the event Buyer is unable to accept delivery upon completion of the manufacture of the Goods in accordance with such requirements, Buyer agrees that (i) title and risk of ownership shall pass to Buyer on date of Seller's invoice, and (ii) Buyer will make payments within thirty days after date of such invoice. Seller shall retain custodial risk of loss until delivery is made in accordance with such requirements.

#### **12. EXPORT COMPLIANCE:**

The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods, services, software or technology to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.

**13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS:**

All prices are F.O.B. Seller's plant or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's plant or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:****A. INDEMNIFICATION:**

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint or concurrent, active, passive or gross negligence, willful misconduct, strict liability, product liability or any other legal cause of action.

"Claims" means any and all claims, demands, losses, damages and causes of action of whatever kind or nature. Unless otherwise specified, Claims is to be read in its broadest sense to include all claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

(1) Seller shall release, defend, save, indemnify (collectively "Indemnify") and hold Buyer Group harmless from and against all Claims, for loss of or damage to the property of the members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(2) Seller shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(3) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for loss of or damage to the property (including the Work) of the members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(4) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(5) Except as provided in Section 14A(6) below, Buyer (on its own behalf and on behalf of Buyer Group) and Seller (on its own behalf and on behalf of Seller Group) shall Indemnify and hold each other harmless from and against any and all Claims asserted against them by or on behalf of any third party for the death(s) of or personal injury (ies) to such a third party, as well as loss (es) of or damage(s) to the property of such a third party. It is agreed by Buyer and Seller that their respective duty of indemnity to each other with respect to Claims asserted against them by a third party pursuant to this Article 14 (A) (5) shall be limited to their respective degree of Negligence.

(6) Notwithstanding any other provision contained in this Agreement, Buyer shall Indemnify and hold the members of Seller Group harmless from and against all Claims (including clean-up costs and loss (es) of oil, gas or

hydrocarbons) arising from (i) pollution, contamination, dumping or spilling of any substance, (ii) blowout, (iii) fire, or (iv) loss of, or damage to, wells, formations or mineral rights, even if arising out of or attributable to the Negligence of the members of the Seller Group.

(7) Notwithstanding any other provision contained in this Agreement, Buyer shall be responsible for and shall reimburse and Indemnify Seller in respect of any loss of or damage (excluding normal wear and tear) to Seller Group property, materials or equipment (tools) or components which (i) is damaged or lost whilst in-hole below the rotary table or (ii) is leased or borrowed by Buyer.

**B. INDEMNITY FOR CONSEQUENTIAL DAMAGES:**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO "INDEMNIFY" AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY "CLAIMS" FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE "NEGLIGENCE" OF THE MEMBERS OF THE SELLER GROUP.

**C. LIMITATION OF LIABILITY:**

EXCEPT AS OTHERWISE EXPRESSLY LIMITED IN THIS AGREEMENT IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES HEREBY ASSUMED BY THE PARTIES SHALL BE: (i) SUPPORTED BY INSURANCE; (ii) WITHOUT LIMIT; (iii) AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, BUT NOT LIMITED TO, PREEXISTING CONDITIONS (WHETHER SUCH CONDITIONS BE PATENT OR LATENT); THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS (WHETHER OR NOT PREEXISTING); THE UNAIRWORTHINESS OF ANY AIRCRAFT; BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED); BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES, OR APPURTENANCES OF ANY PARTY UNDER ANY CODE, LAW OR (WHETHER OR NOT SAID CONDITION IS PREEXISTING AND/OR LATENT, PATENT OR OTHERWISE); THE LOADING OR UNLOADING OF PERSONS OR CARGO; TORT; OR THE NEGLIGENCE OR FAULT OF ANY PARTY (AS DEFINED AT THE BEGINNING OF THIS ARTICLE 14; OR ANY OTHER THEORY OF LEGAL LIABILITY. Seller's total responsibility for any claims, damages, losses or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed 20% of the purchase price under the applicable purchase order.

**D. BUYER'S CUSTOMER AND SUPPLIER INDEMNITIES:**

Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to pollution and consequential losses described in Section 14A(6) and 14B above in connection with work performed under this Agreement, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

**E. CARE OF RENTAL EQUIPMENT:**

(1) The Buyer, at its sole expense, shall be responsible for ensuring that the rental equipment is maintained in good working order and operating condition at all times the Buyer maintains possession of the rental equipment. The rental equipment shall be maintained in good working order and operating condition, at Buyer's expense, and shall be returned in the same condition as when received, ordinary wear and tear alone excepted.

(2) Seller shall conduct an inspection ("Inspection and Disposition") of the rental equipment to determine if the rental equipment is in good working order and operating condition. If Seller after the Inspection and Disposition finds that the rental equipment is not in good working order and operating condition and is in need of refurbishment, remanufacture, and/or replacement, Seller shall prepare and submit a quotation and invoice, as necessary, prior to any repair work taking place to Buyer detailing the costs and expenses Buyer is obligated to pay to maintain the rental equipment in good working order and operating condition.

(3) The Buyer shall be liable for all costs and expenses for the refurbishment of the rental equipment to its original state and condition, save and except for ordinary wear and tear. Without prejudice to the generality of the foregoing and for the avoidance of doubt, damage and deterioration in the rental equipment requiring welding machining or coating operations are not considered as normal wear and tear. Any costs and expenses for the refurbishment of the rental equipment shall be invoiced to Buyer upon the return and Inspection and Disposition of

the rental equipment. All costs for refurbishment and labor charges shall be specified in the pricing schedule or such other similar document agreed to by the parties.

(4) In respect of the rental equipment which requires welding machining or coating operations or other remanufacturing related actions, Seller will repair all damaged equipment, at the cost and expense of the Buyer. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place, Seller shall prepare and submit a quotation and invoice detailing the expected costs to repair the rental equipment to its original state and condition.

(5) In respect of rental equipment which has been lost or damaged beyond repair, the Buyer shall be liable and shall pay to Seller, Seller's most recent replacement price item, as may be prescribed by Seller from time to time, with such replacement price taking into account the age, usage and depreciated value of the lost or damaged item as determined by Seller's standard accounting procedures. Any such replacement price prescribed by Seller shall take into account the age, usage and actual value of the lost or damaged item. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place Seller will submit a quotation for the replacement price and an invoice to Buyer.

**15. MODIFICATION, RESCISSION & WAIVER:**

The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an authorized employee of Seller at its office in Houston, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes which arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.



**INVOICE**

**Invoice No** : 913322906  
**Invoice Date** : APR 11 2013  
**Page** : 1 of 2

**Remit To:**  
 OneSubsea LLC  
 P.O. Box 732162  
 Dallas, TX 75373-2162

**Inquiries To :**  
 OneSubsea LLC  
 4646 W Sam Houston Parkway N  
 Houston, Texas 77041  
 Phone 713-938-2211

**Wire Transfer To:**  
 JPMorgan Chase Bank  
 New York, NY 10004  
 Account #: 192987706  
 ABA #: 021000021  
 Swift #: CHASUS33  
**ACH Remit To:**  
 JPMorgan Chase Bank  
 Chicago, IL  
 Account #: 192987706  
 ABA #: 071000013

**Payment Terms** : Cash in Advance  
**Terms & Conditions** : As Attached/Included  
**Freight Terms** : FOB Shp Pt-Frt Coll-No.Pro Frt  
**Ship From** : BAYOU VISTA LA  
**Shipped Date** : MAR 18 2013

**Invoice to:** 21011440  
 BLUEWATER INDUSTRIES LP  
 ATTN: ACCOUNTS PAYABLE  
 5300 MEMORIAL STE 550  
 HOUSTON TX 77007

**Ship To:** 43217767  
 BLUEWATER INDUSTRIES  
 GREEN CANYON 300 OCSG 22939  
 13863 INDUSTRIAL RD  
 HOUSTON TX 77213

Inside Sales Contact : Gwen Luu / 985-395-1692      Sales Order : 2965444      Delivery Note : 84737744

**Customer Reference** : 1111-031 REV1  
**Placed By** : JIMMY JONES  
**Functional Location** : GM2-2041-0001-0002  
**Description** : GC 300 OCSG 22939 (21011440)  
**Project Reference** : (DOC) FSO 390147 & T/C

**PO#:** 1111-031 REV1  
**WELL LOCATION:** GC 300  
**OCSG#:** 22939  
**RIG NAME:** NORMAND COMMANDER  
**JOB REQUESTED:** JIMMY JONES  
**SERVICE BEGIN DATE:** 03/22/13  
**SERVICE END DATE:** 04/01/13  
**SERVICE HAND:** ALFRED CLAYTON

| Item | Material Number.<br>Description  | Qty     | Unit Net Price<br>USD | Extended Price<br>USD |
|------|--|---------|-----------------------|-----------------------|
| 10   | SUBSEAOFFSHORE<br>OFFSITE DAY RATE SUBSEA LABOR<br>CAMERON SERVICEMAN CALLED OUT TO LOCATION TO PERFORM WORK AS REQUESTED. | 11.0 DY | 2,581.00              | 28,391.00             |



Invoice No : 913322906  
Page : 2 of 2

| Item   | Material Number.<br>Description          | Qty  | Unit Net Price<br>USD | Extended Price<br>USD |
|--|--|------|-----------------------|-----------------------|
| NOTE: PLEASE REFER TO SERVICE TICKET ATTACHED FOR COMPLETE SERVICE REPORT.<br>ALFRED CLAYTON PERFORMED THIS JOB. |  |      |                       |                       |
| 20   | EXPENSE-RT<br>MEALS (EXPENSE COST + 20%) | 1 EA | 23.02                 | 23.02                 |

**Price Summary :**

**Total Price : 28,414.02 USD**

**Total Invoice Value : 28,414.02 USD**

Cameron is committed to complying with U.S. Export Administration Rules and Regulations. If this Order is being exported to you, or may be re-exported to an ultimate consignee or end-user abroad, the following applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

2347-2 F  
JH

[illegible]





315 S. Cities Service Hwy  
Sulphur, LA 70663  
(337) 625-6676

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Chk 1318 DICKY Gst 1  
Mar22'13 01:11PM

|                |      |
|----------------|------|
| <b>Dine In</b> |      |
| 1 BOX COMBO    | 6.98 |
| REGULAR        |      |
| FOUNTAIN DRINK |      |
| XXXXXXXXXX7026 |      |
| MasterCard     | 7.63 |
| Subtotal       | 6.98 |
| TAX            | 0.65 |
| Payment        | 7.63 |

\* \* Customer's Copy \* \*

Order

4103

**Popeyes # 10368**

400 Sam Houston Jones Parkway  
Moss Bluff, La. 70611  
Phone: (337)855-0642

General Manager Charles Simpson

Date: Apr01'13 03:45PM

Card Type: Visa/MC/Disc

Acct #: XXXXXXXXXXXX7026

Card Entry: SWIPED

Trans Type: PURCHASE

Auth Code: 092385

Check: 4103

Server: 40 Cashier

Subtotal: 11.56

Signature

I agree to pay above total  
according to my card issuer  
agreement.

| CAMERON              | Expense Authorization Sheet |   |
|----------------------|-----------------------------|---|
| Expense amount       | Date                        | Expense explanation & attendees                     |
| \$ 7.63              | 3-22-13                     | Self meal Alfred Clayton                            |
| \$ 11.56             | 4-1-13                      | Self meal Alfred Clayton                            |
|                      |                             |   |
|                      |                             |   |
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|                      |                             |   |
|                      |                             |   |
|                      |                             |   |
|                      |                             |   |
|                      |                             |   |
| 19.19                | total                       | Expense cost + 25% = 23.08<br>all other \$30 390/47 |
| Employee Name: _____ |                             |   |

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### **7. WARRANTIES:**

All products of Seller's manufacture except for its Orbit product are warranted against defects of material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever period first expires while its Orbit product is warranted for thirty six (36) months from date of shipment, when all such products are used in the service and within the pressure range for which they were

manufactured. In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller. Any repair work performed by Seller is warranted for one year from completion of such repairs and applies only to work performed. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any product or repair and if in the Seller's sole judgment the product or repair does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. to Seller's designated plant or service location. Seller has no liability for removal or reinstallation of products or equipment. Seller, at its option and expense, shall repair or replace the defective part or product, or repay to Buyer the full price paid by Buyer for such defective part, repair or product. Any repayment of purchase price shall be without interest. Seller's warranty liability, including defects caused by Seller's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Seller's judgment) as to affect the products adversely. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

#### **8. ENGINEERING AND SERVICE:**

Upon request, Seller will provide engineering and/or technical information regarding its products and their uses and, if feasible, will provide personnel to assist Buyer in effecting field installations and/or field service. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only.

#### **9. LABOR STANDARDS:**

Seller hereby certifies that these products were produced in accordance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

#### **10. INSPECTION:**

Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's plant or other shipping or receiving point designated by Seller and shall be conclusive except as regards latent defects. Buyer's representatives may inspect at the Seller's plant or shipping point during working hours prior to shipment in such manner as will not interfere with operations.

#### **11. DELIVERY AND ACCEPTANCE:**

Delivery shall be in accordance with the requirements in the Purchase Contract, provided, in the event Buyer is unable to accept delivery upon completion of the manufacture of the Goods in accordance with such requirements, Buyer agrees that (i) title and risk of ownership shall pass to Buyer on date of Seller's invoice, and (ii) Buyer will make payments within thirty days after date of such invoice. Seller shall retain custodial risk of loss until delivery is made in accordance with such requirements.

#### **12. EXPORT COMPLIANCE:**

The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods, services, software or technology to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.

**13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS:**

All prices are F.O.B. Seller's plant or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's plant or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:****A. INDEMNIFICATION:**

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint or concurrent, active, passive or gross negligence, willful misconduct, strict liability, product liability or any other legal cause of action.

"Claims" means any and all claims, demands, losses, damages and causes of action of whatever kind or nature. Unless otherwise specified, Claims is to be read in its broadest sense to include all claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

- (1) Seller shall release, defend, save, indemnify (collectively "Indemnify") and hold Buyer Group harmless from and against all Claims, for loss of or damage to the property of the members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.
- (2) Seller shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.
- (3) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for loss of or damage to the property (including the Work) of the members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.
- (4) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.
- (5) Except as provided in Section 14A(6) below, Buyer (on its own behalf and on behalf of Buyer Group) and Seller (on its own behalf and on behalf of Seller Group) shall Indemnify and hold each other harmless from and against any and all Claims asserted against them by or on behalf of any third party for the death(s) of or personal injury (ies) to such a third party, as well as loss (es) of or damage(s) to the property of such a third party. It is agreed by Buyer and Seller that their respective duty of indemnity to each other with respect to Claims asserted against them by a third party pursuant to this Article 14 (A) (5) shall be limited to their respective degree of Negligence.
- (6) Notwithstanding any other provision contained in this Agreement, Buyer shall Indemnify and hold the members of Seller Group harmless from and against all Claims (including clean-up costs and loss (es) of oil, gas or



hydrocarbons) arising from (i) pollution, contamination, dumping or spilling of any substance, (ii) blowout, (iii) fire, or (iv) loss of, or damage to, wells, formations or mineral rights, even if arising out of or attributable to the Negligence of the members of the Seller Group.

(7) Notwithstanding any other provision contained in this Agreement, Buyer shall be responsible for and shall reimburse and Indemnify Seller in respect of any loss of or damage (excluding normal wear and tear) to Seller Group property, materials or equipment (tools) or components which (i) is damaged or lost whilst in-hole below the rotary table or (ii) is leased or borrowed by Buyer.

**B. INDEMNITY FOR CONSEQUENTIAL DAMAGES:**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO "INDEMNIFY" AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY "CLAIMS" FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE "NEGLIGENCE" OF THE MEMBERS OF THE SELLER GROUP.

**C. LIMITATION OF LIABILITY:**

EXCEPT AS OTHERWISE EXPRESSLY LIMITED IN THIS AGREEMENT IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES HEREBY ASSUMED BY THE PARTIES SHALL BE: (i) SUPPORTED BY INSURANCE; (ii) WITHOUT LIMIT; (iii) AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, BUT NOT LIMITED TO, PREEXISTING CONDITIONS (WHETHER SUCH CONDITIONS BE PATENT OR LATENT); THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS (WHETHER OR NOT PREEXISTING); THE UNAIRWORTHINESS OF ANY AIRCRAFT; BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED); BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES, OR APPURTENANCES OF ANY PARTY UNDER ANY CODE, LAW OR (WHETHER OR NOT SAID CONDITION IS PREEXISTING AND/OR LATENT, PATENT OR OTHERWISE); THE LOADING OR UNLOADING OF PERSONS OR CARGO; TORT; OR THE NEGLIGENCE OR FAULT OF ANY PARTY (AS DEFINED AT THE BEGINNING OF THIS ARTICLE 14; OR ANY OTHER THEORY OF LEGAL LIABILITY. Seller's total responsibility for any claims, damages, losses or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed 20% of the purchase price under the applicable purchase order.

**D. BUYER'S CUSTOMER AND SUPPLIER INDEMNITIES:**

Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to pollution and consequential losses described in Section 14A(6) and 14B above in connection with work performed under this Agreement, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

**E. CARE OF RENTAL EQUIPMENT:**

(1) The Buyer, at its sole expense, shall be responsible for ensuring that the rental equipment is maintained in good working order and operating condition at all times the Buyer maintains possession of the rental equipment. The rental equipment shall be maintained in good working order and operating condition, at Buyer's expense, and shall be returned in the same condition as when received, ordinary wear and tear alone excepted.

(2) Seller shall conduct an inspection ("Inspection and Disposition") of the rental equipment to determine if the rental equipment is in good working order and operating condition. If Seller after the Inspection and Disposition finds that the rental equipment is not in good working order and operating condition and is in need of refurbishment, remanufacture, and/or replacement, Seller shall prepare and submit a quotation and invoice, as necessary, prior to any repair work taking place to Buyer detailing the costs and expenses Buyer is obligated to pay to maintain the rental equipment in good working order and operating condition.

(3) The Buyer shall be liable for all costs and expenses for the refurbishment of the rental equipment to its original state and condition, save and except for ordinary wear and tear. Without prejudice to the generality of the foregoing and for the avoidance of doubt, damage and deterioration in the rental equipment requiring welding machining or coating operations are not considered as normal wear and tear. Any costs and expenses for the refurbishment of the rental equipment shall be invoiced to Buyer upon the return and Inspection and Disposition of



the rental equipment. All costs for refurbishment and labor charges shall be specified in the pricing schedule or such other similar document agreed to by the parties.

(4) In respect of the rental equipment which requires welding machining or coating operations or other remanufacturing related actions, Seller will repair all damaged equipment, at the cost and expense of the Buyer. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place, Seller shall prepare and submit a quotation and invoice detailing the expected costs to repair the rental equipment to its original state and condition.

(5) In respect of rental equipment which has been lost or damaged beyond repair, the Buyer shall be liable and shall pay to Seller, Seller's most recent replacement price item, as may be prescribed by Seller from time to time, with such replacement price taking into account the age, usage and depreciated value of the lost or damaged item as determined by Seller's standard accounting procedures. Any such replacement price prescribed by Seller shall take into account the age, usage and actual value of the lost or damaged item. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place Seller will submit a quotation for the replacement price and an invoice to Buyer.

**15. MODIFICATION, RESCISSION & WAIVER:**

The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an authorized employee of Seller at its office in Houston, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes which arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.

**INVOICE**

**Invoice No** : 913326728  
**Invoice Date** : APR 16 2013  
**Page** : 1 of 2

**Remit To:**  
 OneSubsea LLC  
 P.O. Box 732162  
 Dallas, TX 75373-2162

**Inquiries To :**  
 OneSubsea LLC  
 4646 W Sam Houston Parkway N  
 Houston, Texas 77041  
 Phone 713-939-2211

**Wire Transfer To:**  
 JPMorgan Chase Bank  
 New York, NY 10004  
 Account #: 192987706  
 ABA #: 021000021  
 Swift #: CHASUS33  
**ACH Remit To:**  
 JPMorgan Chase Bank  
 Chicago, IL  
 Account #: 192987706  
 ABA #: 071000013

**Payment Terms** : Cash in Advance  
**Terms & Conditions** : As Attached/Included  
**Freight Terms** : Ex Works BERWICK  
**Ship From** : BAYOU VISTA LA  
**Shipped Date** : MAR 18 2013

**Invoice to:** 21011440  
 BLUEWATER INDUSTRIES LP  
 ATTN: ACCOUNTS PAYABLE  
 5300 MEMORIAL STE 550  
 HOUSTON TX 77007

**Ship To:** 43219949  
 BLUEWATER INDUSTRIES  
 GREEN CANYON 299 OCSG 15571  
 3007 HWY 182 E  
 MORGAN CITY LA 70380-5843

Inside Sales Contact : Gwen Luu / 985-395-1692      Sales Order : 2969770      Delivery Note : 84744467

**Customer Reference** : 1111-031 REV1  
**Placed By** : CLIFF DRONET  
**Functional Location** : GM2-2041-0001-0002  
**Description** : GC 300 OCSG 22939 (21011440)  
**Project Reference** : (DOC) FSO 339490 & T/C

**PO#:** 1111-031 REV1  
**WELL LOCATION:** GC 299  
**OCSG#:** 15571  
**RIG NAME:** ODYSSEY DIAMOND  
**JOB REQUESTED:** CLIFF DRONET  
**SERVICE BEGIN DATE:** 03/21/13  
**SERVICE END DATE:** 04/02/13  
**SERVICE HAND:** DANIEL DECLOUET

| Item | Material Number.<br>Description  | Qty     | Unit Net Price<br>USD | Extended Price<br>USD |
|------|--|---------|-----------------------|-----------------------|
| 10   | SUBSEAOFFSHORE<br>OFFSITE DAY RATE SUBSEA LABOR<br>CAMERON SERVICEMAN CALLED OUT TO LOCATION TO PERFORM WORK AS REQUESTED. | 13.0 DY | 2,581.00              | 33,553.00             |



Invoice No : 913326728  
Page : 2 of 2

| Item  | Material Number,<br>Description                                      | Qty        | Unit Net Price<br>USD | Extended Price<br>USD |
|---|--|------------|-----------------------|-----------------------|
| NOTE: PLEASE REFER TO SERVICE TICKET ATTACHED FOR COMPLETE SERVICE REPORT.<br>DANIEL DECLOUET PERFORMED THIS JOB. |  |            |                       |                       |
| 20  | MILEAGE<br>MILEAGE (ROUNDRIP CAMERON BERWICK, LA TO CHANNELVIEW, TX) | 1132.00 MI | 2.00                  | 2,264.00              |
| 30  | LODGING<br>LODGING (EXPENSE COST + 20%)                              | 1 EA       | 675.83                | 675.83                |
| 40  | EXPENSE-RT<br>MEALS (EXPENSE COST + 20%)                             | 1 EA       | 64.95                 | 64.95                 |
| 50  | EXPENSE-RT<br>RENTAL CAR (EXPENSE COST + 20%)                        | 1 EA       | 241.98                | 241.98                |
| 60  | EXPENSE-RT<br>FUEL FOR RENTAL CAR (EXPENSE COST + 20%)               | 1 EA       | 44.06                 | 44.06                 |

**Price Summary :**

**Total Price : 36,843.82 USD**

**Total Invoice Value : 36,843.82 USD**

Cameron is committed to complying with U.S. Export Administration Rules and Regulations. If this Order is being exported to you, or may be re-exported to an ultimate consignee or end-user abroad, the following applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

I & C



## FIELD SERVICE ORDER

| WELLHEAD | SIZE | MAKE | SN           |        | W.P.  | PN     |
|----------|------|------|--------------|--------|-------|--------|
| VALVE    | SIZE | MOOL | TRM          | SN     | W.P.  | PN     |
| HANGER   | SIZE | TYPE | CSQ/TSR SIZE | WEIGHT | GRADE | THREAD |

WORK PERFORMED: 3/31 Travel to town to work for Bluewater Ind. Function  
two CVC tool to unhook jumpers off of test stand to load on  
to Boat with Brad and Danny. Ride Boat out to location  
to unhook jumpers. Ride Boat back to Port Fourchon. Travel  
to Port Fourchon to load Rental tools onto trucks. Travel  
to Texas to pick up my truck in Channelview, TX.

From Berwick, LA to Channel View, TX Back to Berwick, LA

[illegible]

F.O.B. MANUFACTURING PLANT

**TOTAL PARTS AND MATERIALS**

|         |                              |  |                    |                 |                |                  |
|---------|------------------------------|--|--------------------|-----------------|----------------|------------------|
| LABOR   | FROM: HR & DATE<br>3/20/2013 | TO: HR & DATE<br>4/2/2013              | REDUCED RATE<br>15 | OT HOURS<br>6   | RATE<br>250.00 | OT RATE<br>33.50 |
| LOADING | 563.19                       | FREIGHT OR INDEMNITY<br>501.00 + 36.12 | MEALS<br>54.12     | MILEAGE<br>1132 | 2.00 PER MILE  | 2264             |

| PERFORMANCE REVIEW                     | EXCEEDED EXPECTATIONS               | MET EXPECTATIONS         | NEEDS IMPROVEMENT        | DID NOT MEET EXPECTATIONS | EST. CHARGES         |
|--|-------------------------------------|--------------------------|--------------------------|---------------------------|----------------------|
| Serviceman Arrived at Location On Time | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | TOTAL CHARGES 102.00 |

|                                  |                                     |                          |                          |                          |                                   |
|----------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|-----------------------------------|
| Service man's Attitude           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Job type                          |
| Service man's Competency         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drilling <input type="checkbox"/> |
| Service Facility Office Support: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Section A B C (circle one)        |

|   |                                     |                          |                          |                          |                           |                      |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------|----------------------|
| Did Serviceman Property Review CAM issued JHA | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | System.....               | 01111111111111111111 |
| OTHER (PLEASE LIST)                           | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Handler IC S Man. (check) |                      |

|                |  |                         |
|----------------|--|-------------------------|
| CUSTOMER STAMP | NO DELAY RESULTING FROM CAMERON SERVICE OR EQUIPMENT     | Completion/Decompletion |
|                | <input type="checkbox"/> YES <input type="checkbox"/> NO |                         |

| IF YES PLEASE GIVE YOUR COMMENTS: |  | Free tree     | <input type="checkbox"/> |
|-----------------------------------|--|---------------|--------------------------|
|                                   |  | Prod. Tree    | <input type="checkbox"/> |
|                                   |  | Lubricator    | <input type="checkbox"/> |
|                                   |  | Production    | <input type="checkbox"/> |
|                                   |  | Greasing      | <input type="checkbox"/> |
|                                   |  | Valve / Act.  | <input type="checkbox"/> |
|                                   |  | SD Lubricator | <input type="checkbox"/> |
|                                   |  | OTHER         |                          |

|  |                                 |                        |
|--|---------------------------------|------------------------|
| CUSTOMER REP. NAME<br><b>DANIEL DECLINET</b> | SIGNATURE<br><i>[Signature]</i> | DATE<br><b>4/5/13</b>  |
| CUSTOMER REP. NAME<br><b>JAMMY JONES</b>     | SIGNATURE<br><i>[Signature]</i> | DATE<br><b>4/10/13</b> |

Reviewed by District Mgr. \_\_\_\_\_ FPR Submitted ☒ YES ☐ NO  
Signature \_\_\_\_\_ FPR# \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_



31

03-23-13

|                           |                                      |                             |
|---------------------------|--------------------------------------|-----------------------------|
| <b>Daniel Declouet</b>    | <b>Folio No. : 73592</b>             | <b>Room No. : 105</b>       |
| <b>204 Park Street</b>    | <b>A/R Number :</b>                  | <b>Arrival : 03-21-13</b>   |
| <b>Patterson LA 70392</b> | <b>Group Code :</b>                  | <b>Departure : 03-23-13</b> |
| <b>US DESCRIPTION</b>     | <b>Company : Cameron Corporation</b> | <b>Conf. No. : 62172593</b> |
|                           | <b>Membership No. : PC 592394623</b> | <b>Rate Code : IKPCM</b>    |
|                           | <b>Invoice No. :</b>                 | <b>Page No. : 1 of 1</b>    |

| Date  | Description                 | Charges        | Credits       |
|---|-----------------------------|----------------|---------------|
| 03-21-13  | *Accommodation              | 179.99         |               |
| 03-21-13  | State Tax - Room            | 10.80          |               |
| 03-21-13  | County Tax                  | 7.20           |               |
| 03-22-13  | *Accommodation              | 104.99         |               |
| 03-22-13  | State Tax - Room            | 6.30           |               |
| 03-22-13  | County Tax                  | 4.20           |               |
| 03-23-13  | MasterCard XXXXXXXXXXXX1222 |                | 313.48        |
| Thank you for staying at Holiday Inn Express Hotel & Suites, in Jacinto City, Texas. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit <a href="http://www.priorityclub.com">www.priorityclub.com</a> . We look forward to welcoming you back soon. |                             | <b>Total</b>   | <b>313.48</b> |
|   |                             | <b>Balance</b> | <b>0.00</b>   |

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Owned and Operated by Sunblik Inc

Holiday Inn Express Hotel & Suites  
 11460 East Freeway I-10 Houston, TX 77029-1935  
 Telephone: (713)330-3800 Fax: (713)330-3830



03-24-13

|  |                  |                            |             |                 |
|--|------------------|----------------------------|-------------|-----------------|
| <b>Daniel DeCibuet</b><br><b>204 Park Street</b><br><b>Patterson LA 70392</b><br><b>US DESCRIPTION</b> | Folio No. :      |                            | Room No. :  | <b>125</b>      |
|  | A/R Number :     |                            | Arrival :   | <b>03-23-13</b> |
|  | Group Code :     |                            | Departure : | <b>03-24-13</b> |
|  | Company :        | <b>Cameron Corporation</b> | Conf. No. : | <b>64386206</b> |
|  | Membership No. : | <b>PC 592394623</b>        | Rate Code : | <b>IGN01</b>    |
|  | Invoice No. :    |                            | Page No. :  | <b>1 of 1</b>   |

| Date     | Description       | Charges | Credits |
|----------|-------------------|---------|---------|
| 03-23-13 | Premium Gold Rate | 102.60  |         |
| 03-23-13 | State Tax - Room  | 6.16    |         |
| 03-23-13 | County Tax        | 4.10    |         |
| 03-24-13 | MasterCard        |         | 112.86  |

Thank you for staying at Holiday Inn Express Hotel & Suites, in Jacinto City, Texas. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit [www.priorityclub.com](http://www.priorityclub.com). We look forward to welcoming you back soon.

|              |               |               |
|--------------|---------------|---------------|
| <b>Total</b> | <b>112.86</b> | <b>112.86</b> |
|--------------|---------------|---------------|

|                |             |
|----------------|-------------|
| <b>Balance</b> | <b>0.00</b> |
|----------------|-------------|

**Guest Signature:**

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

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 Telephone: (713)330-3800 Fax: (713)330-3830





04-02-13

|  |                  |                            |             |                 |
|--|------------------|----------------------------|-------------|-----------------|
| <b>Daniel De-clouet</b><br><b>545 Al Joseph Ln</b><br><b>Thibodaux LA 70301-7495</b><br><b>United States</b> | Folio No. :      |                            | Room No. :  | <b>326</b>      |
|  | A/R Number :     |                            | Arrival :   | <b>04-01-13</b> |
|  | Group Code :     |                            | Departure : | <b>04-02-13</b> |
|  | Company :        | <b>Cameron Corporation</b> | Conf. No. : | <b>61484923</b> |
|  | Membership No. : | <b>PC 592394623</b>        | Rate Code : | <b>ILUBK</b>    |
|  | Invoice No. :    |                            | Page No. :  | <b>1 of 1</b>   |

| Date   | Description         | Charges        | Credits       |
|--|---------------------|----------------|---------------|
| 04-01-13   | *Accommodation      | 119.00         |               |
| 04-01-13   | State Tax - Room    | 7.14           |               |
| 04-01-13   | City/Local Tax Room | 10.71          |               |
| 04-02-13   | MasterCard          |                | 136.85        |
| Thank you for staying at The Holiday Inn Houston East. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit <a href="http://www.priorityclub.com">www. priorityclub.com</a> . We look forward to welcoming you back soon. |                     | <b>Total</b>   | <b>136.85</b> |
|  |                     | <b>Balance</b> | <b>0.00</b>   |

**Guest Signature:**

Independently owned and operated by Ashland Hospitality.

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Houston East  
 16311 East Freeway  
 Channelview, TX 77530  
 Telephone: (281) 864-7457 Fax: (281) 864-7909

## COMMENTS OR CONCERNS -

Store manager Ashley Vandekamp  
 EDDIE REX SUPERVISOR - 713-269-8103  
 Office 713-974-1217  
 10323 EAST FWY  
 HOUSTON

77023-1907

!!! THANK YOU !!!  
 TEL# 713 673 7542 Store# 3843

KSN# 13 Mar.22'13 (Fri) 16:56

MEY SIDE 2 KVS Order 34

| QTY | ITEM            | TOTAL |
|-----|-----------------|-------|
| 1   | DBL QTR CH MEAL | 6.79  |
| 1   | DBL QTR CHEESE  |       |
|     | ADD MAC SAUCE   |       |
| 1   | MED DR. PEPPER  |       |

|          |      |
|----------|------|
| Subtotal | 6.79 |
| Tax      | 0.56 |

|                |      |
|----------------|------|
| Take-Out Total | 7.35 |
|----------------|------|

|          |      |
|----------|------|
| Cashless | 7.35 |
| Change   | 0.00 |

MER# 19823302  
 CARD ISSUER ACCOJNT#  
 Master SALE \*\*\*\*\*1222  
 AUTHORIZATION CODE - 026393 SEQ# 372765

MCDONALD'S 3843

THANK YOU FOR CHOOSING MCDONALD'S  
355 HWY 3182  
CUT OFF  
LA  
70345  
!!! THANK YOU !!!  
TEL# 985 325 3001 Store# 26656

SHIPLEY DONUTS Z  
13349 EAST HWY  
HOUSTON, TX 77016  
(713) 456-3937  
WWW.SHIPLEYDONUTS.HS

### Sale

Merchant ID: 542929804390037

Term ID: LK870769

04/02/13 10:59:17  
Batch#: 000274 Inv #: 000118

MASTERCARD Entry Method: S

XXXXXXXXXXXX1222

Seq. #: 0118 Appr Code: 070798

Total: \$ 9.93

APPROVED

Customer Copy

THANK YOU!

FAST BREAK TEXACO  
1231 FREEPORT  
STN 00304196

04/02/13 10:27:36

E/MCFLEET

XXXXXXXXXXXX1222

Invoice# 9638331

Auth# 021978

Pump#: 3

10.202G @ \$ 3.599/G

UNLE/SELF \$ 36.72

Total \$ 36.72

Learn how to  
EARN REWARDS  
with a Chevron  
or Texaco  
Credit Card  
See application  
for details

THANK YOU  
PLEASE COME AGAIN

KS# 13 Apr.01'13 (Mon) 13:46

MFV SIDE 1 MVS Order 51

| QTY ITEM           | TOTAL |
|--------------------|-------|
| 1 DBL FILET MEAL   | 5.19  |
| 1 DBL FILET-O-FISH |       |
| NO TARTAR SAUCE    |       |
| 1 MED COKE         |       |

|          |      |
|----------|------|
| Subtotal | 5.19 |
| Tax      | 0.57 |

|                |      |
|----------------|------|
| Take-Out Total | 5.76 |
|----------------|------|

|          |      |
|----------|------|
| Cashless | 5.76 |
| Change   | 0.00 |

MER# 09482702

CARD ISSUER ACCOUNT#

Master SALE \*\*\*\*\*1222

AUTHORIZATION CODE - 055955 SEQ# 314754

MCDONALD'S 26656

Chili's Grill & Bar  
I 10E #578  
11400 East Freeway I-10  
Jacinto City, TX 77029

Server: Jasmine  
07:23 PM  
Denin /1

DOB: 03/23/2013  
03/23/2013  
4/40021



DRIVE THRU # 169

SALE

MASTERCARD

4194330

Card #XXXXXXXXXXXX1222

Magnetic card present: DECLOUET DANIEL P

Card Entry Method: S

Tel (713) 455-1518  
03/23/2013

JIB# 638  
12:39:26 PM  
Emp Brenda

1 Srd Jack +MD FF #3  
Med Curry Fry  
Med Rootbeer

6.68

Approval: 093917

Amount: \$ 17.56

+ Tip: \_\_\_\_\_

= Total: \_\_\_\_\_

I agree to pay the above  
total amount according to the  
card issuer agreement.

\*\*\*\*\*

FREE 2 TACOS

with purchase on your next visit:  
1) Within 3 days...

Visit [www.JackListens.com](http://www.JackListens.com)  
or call 1-825-835-5225.

2) Enter...

11 digit code: 2125 0159 969

Date of Service: 03/23/2013

Time of Service: 12:39

3) Write the provided Validation code here:

Coupon Code: 989

4) Bring this receipt to a Jack in the Box  
to receive your two free tacos with  
purchase on your next visit.

Esta encuesta esta  
disponible en español.

One coupon per order. This offer is not  
valid with any other offer or discount.  
Jack in the Box employees and their  
families are not eligible. Not  
transferable. This offer is valid  
for 7 days after completion of the survey.

\*\*\*\*\*

SubTotal 6.68  
Tax 0.55

Total 7.23

X \_\_\_\_\_

Thank You!  
We Welcome Your Comments  
(800) 983-4637  
[www.chilis.com](http://www.chilis.com)

Guest Copy

ON BACK! | \$1,000 GIVEAWAY ON BACK! | \$1,000 GIVEAWAY ON BACK! | \$1,000 GIVEAWAY ON BACK! | \$1,000 GIVEAWAY ON BACK!

KFC/TB  
919 Federal Rd  
Houston, TX 77015  
(713) 453-2667  
2013-03-24

CREDIT SALE

CHARGE DETAIL

Name: DANIEL P DECLOUET  
Card Type: MasterCard  
Account: \*\*\*\*\*1222 S  
Auth Code: 046006  
Trans #: 1684  
Auth Ref: 95004086  
Sequence #: 181908

AUTH AMT:  
BALANCE:

\$5.29  
\$0.00

2013-03-24 L1 T2 12:28 PM

CUSTOMER COPY

SEE US ABOUT YOUR FAVORITE FOODS

[www.talktokfc.com](http://www.talktokfc.com)

See back for more details

CUSTOMER COPY

EAM HOLDINGS, LLC, 1606 PROSPECT BLVD, HOUMA, LA 703633785 (985) 876-8503

RENTAL AGREEMENT REF#  
116491 4V6S2G

## SUMMARY OF CHARGES


RENTER  
DECLONET, DANIELDATE & TIME OUT  
04/01/2013 05:14 PM  
DATE & TIME IN  
04/02/2013 10:39 AMBILLING CYCLE  
24-HOURVEH # 1 2012 CHEV MALI 2AT4  
VIN# 1G1ZD5EU2CF304526  
LIC# E9275U  
MILES DRIVEN 337

| Charge Description            | Date          | Quantity | Per    | Rate     | Total      |
|-------------------------------|---------------|----------|--------|----------|------------|
| TIME & DISTANCE               | 04/01 - 04/02 | 1        | DAY    | \$35.00  | \$35.00    |
| DROP FEE                      | 04/01 - 04/02 | 1        | RENTAL | \$150.00 | \$150.00   |
| REFUELING CHARGE              | 04/01 - 04/02 |          |        |          | \$0.00     |
| Subtotal:                     |               |          |        |          | \$185.00   |
| <b>Taxes &amp; Surcharges</b> |               |          |        |          |            |
| LOUISIANA STATE SALES TAX     | 04/01 - 04/02 |          |        | 4%       | \$7.40     |
| SALES TAX                     | 04/01 - 04/02 |          |        | 5%       | \$9.25     |
| Total Charges:                |               |          |        |          | \$201.65   |
| <b>Bill-To / Deposits</b>     |               |          |        |          |            |
| DEPOSITS                      |               |          |        |          | (\$201.65) |
| Total Amount Due              |               |          |        |          | \$0.00     |

## PAYMENT INFORMATION

| AMOUNT PAID | TYPE       | CREDIT CARD NUMBER |
|-------------|------------|--------------------|
| \$201.65    | Mastercard | xxxxxxxxxxxx1222   |

4/2/2013

| CAMERON            |   | Expense Authorization sheet                             |                     |        |
|--------------------|---|---|---------------------|--------|
| Expense amount     | Date  | Expense explanation & attendees                         | FSO                 | 339490 |
| \$7.35             | 3/22/2013   | Purchase Meal while working in Texas for Bluewater Ind. |                     |        |
| \$17.56            | 2/23/2013   | Purchase Meal while working in Texas for Bluewater Ind. |                     |        |
| \$7.23             | 3/23/2013   | Purchase Meal while working in Texas for Bluewater Ind. |                     |        |
| \$5.29             | 3/24/2013   | Purchase Meal while working in Texas for Bluewater Ind. |                     |        |
| \$6.76             | 4/1/2013  | Purchase Meal while working in Texas for Bluewater Ind. |                     |        |
| \$9.93             | 4/2/2013  | Purchase Meal while working in Texas for Bluewater Ind. |                     |        |
| \$201.65           | 4/2/2013  | Rent a car to pick up truck in Channelview, Tx          |                     |        |
| \$313.48           | 3/23/2013   | Hotel stay in Texas while working for Bluewater Ind.    |                     |        |
| \$112.86           | 3/24/2013   | Hotel stay in Texas while working for Bluewater Ind.    |                     |        |
| \$136.85           | 4/2/2013  | Hotel stay in Texas while working for Bluewater Ind.    |                     |        |
| \$36.72            | 4/2/2013  | Purchase gas for the rental car to go pick up my truck  |                     |        |
|                    |   |   |                     |        |
| 855.68             |   | Expense car + 208 = 1026.72                             |                     |        |
| Employee Signature |  |   | Customer Signature: |        |



## **TERMS AND CONDITIONS OF SALE**

### **1. CONTRACT ACCEPTANCE:**

Any written or oral purchase order received from Buyer by Seller shall be construed as a written acceptance of Seller's offer to sell and shall be filled in accordance with the terms and conditions of sale set forth herein. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. The terms and conditions of Seller's proposal (if any) and acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless Buyer notifies Seller in writing of its objections thereto within fifteen (15) days from receipt of Seller's acknowledgement. Buyer's standard terms of purchase will not be considered a counteroffer to Seller's terms and conditions of sale. The failure of Seller to object to any provision in conflict herewith whether contained on Buyer's purchase order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

### **2. QUOTATIONS AND PRICES:**

Any product, service capability or manufacturing capability which may be available at the time a quotation is made is subject to prior sale. Prices quoted are subject to change without notice. The price in effect at the time of shipment including any escalation formula will apply, unless a valid quotation or written agreement to the contrary exists between Buyer and Seller. All prices shown are in U.S. dollars and are F.O.B. Seller's shipping point. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law. Any documentation pertaining to traceability requirements for raw materials or products or documentation required for any routine or special processes must be identified by the Buyer at the time of quotation (if any) or at the time of order placement.

### **3. TAXES:**

Any tax or other charge imposed by law on the sale or production of goods or the performance of services shall be paid by the Buyer, unless the law specifically provides that such payment must be made by Seller, in which case Buyer shall reimburse Seller for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by Buyer.

### **4. SHIPPING SCHEDULE AND DELIVERY:**

Shipment schedules are given as accurately as conditions permit and every effort will be made to make shipments as scheduled. Seller will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Buyer (or any third party) occasioned by deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, fire, flood, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control, whether of similar or dissimilar nature than those enumerated. Seller shall have additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it may consider to be equitable. Seller reserves the right to furnish commercially equivalent or better substitutes for materials or to subcontract the Buyer's order or portions thereof as Seller deems necessary. In no event shall Seller be liable for any consequential damages resulting from failure or delay in shipment. If Buyer requires drawings, procedures, standards or similar material for approval, shipping schedules will be calculated from the time such approvals are received by Seller, since shipping schedules are based on Seller having all required information and a firm order from Buyer which is enterable into production. Any hold points, witness points or the need for inspection by Buyer's representatives must be identified by Buyer at the time of quotation (if any) and/or order placement in order that the effect on the prices or shipping schedules (if any) can be taken into account. Additional inspection or testing required by Buyer which affects normal production sequence will be considered as extending the shipping dates accordingly.

### **5. TERMS OF PAYMENT:**

Terms of payment are 30 days from date of invoice unless otherwise stated in the quotation or Seller's order acknowledgment.

### **6. CANCELLATIONS AND RETURNS:**

Purchase orders once placed by Buyer and accepted by Seller can be canceled only with Seller's written consent and upon terms which will save Seller from loss. No products may be returned for credit or adjustment without written permission from Seller's office authorized to issue such permission.

### **7. WARRANTIES:**

All products of Seller's manufacture except for its Orbit product are warranted against defects of material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever period first expires while its Orbit product is warranted for thirty six (36) months from date of shipment, when all such products are used in the service and within the pressure range for which they were

manufactured. In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller. Any repair work performed by Seller is warranted for one year from completion of such repairs and applies only to work performed. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any product or repair and if in the Seller's sole judgment the product or repair does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. to Seller's designated plant or service location. Seller has no liability for removal or reinstallation of products or equipment. Seller, at its option and expense, shall repair or replace the defective part or product, or repay to Buyer the full price paid by Buyer for such defective part, repair or product. Any repayment of purchase price shall be without interest. Seller's warranty liability, including defects caused by Seller's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Seller's judgment) as to affect the products adversely. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

#### **8. ENGINEERING AND SERVICE:**

Upon request, Seller will provide engineering and/or technical information regarding its products and their uses and, if feasible, will provide personnel to assist Buyer in effecting field installations and/or field service. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only.

#### **9. LABOR STANDARDS:**

Seller hereby certifies that these products were produced in accordance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

#### **10. INSPECTION:**

Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's plant or other shipping or receiving point designated by Seller and shall be conclusive except as regards latent defects. Buyer's representatives may inspect at the Seller's plant or shipping point during working hours prior to shipment in such manner as will not interfere with operations.

#### **11. DELIVERY AND ACCEPTANCE:**

Delivery shall be in accordance with the requirements in the Purchase Contract, provided, in the event Buyer is unable to accept delivery upon completion of the manufacture of the Goods in accordance with such requirements, Buyer agrees that (i) title and risk of ownership shall pass to Buyer on date of Seller's invoice, and (ii) Buyer will make payments within thirty days after date of such invoice. Seller shall retain custodial risk of loss until delivery is made in accordance with such requirements.

#### **12. EXPORT COMPLIANCE:**

The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods, services, software or technology to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.

**13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS:**

All prices are F.O.B. Seller's plant or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's plant or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:****A. INDEMNIFICATION:**

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint or concurrent, active, passive or gross negligence, willful misconduct, strict liability, product liability or any other legal cause of action.

"Claims" means any and all claims, demands, losses, damages and causes of action of whatever kind or nature. Unless otherwise specified, Claims is to be read in its broadest sense to include all claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

(1) Seller shall release, defend, save, indemnify (collectively "Indemnify") and hold Buyer Group harmless from and against all Claims, for loss of or damage to the property of the members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(2) Seller shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(3) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for loss of or damage to the property (including the Work) of the members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(4) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(5) Except as provided in Section 14A(6) below, Buyer (on its own behalf and on behalf of Buyer Group) and Seller (on its own behalf and on behalf of Seller Group) shall Indemnify and hold each other harmless from and against any and all Claims asserted against them by or on behalf of any third party for the death(s) of or personal injury (ies) to such a third party, as well as loss (es) of or damage(s) to the property of such a third party. It is agreed by Buyer and Seller that their respective duty of indemnity to each other with respect to Claims asserted against them by a third party pursuant to this Article 14 (A) (5) shall be limited to their respective degree of Negligence.

(6) Notwithstanding any other provision contained in this Agreement, Buyer shall Indemnify and hold the members of Seller Group harmless from and against all Claims (including clean-up costs and loss (es) of oil, gas or

hydrocarbons) arising from (i) pollution, contamination, dumping or spilling of any substance, (ii) blowout, (iii) fire, or (iv) loss of, or damage to, wells, formations or mineral rights, even if arising out of or attributable to the Negligence of the members of the Seller Group.

(7) Notwithstanding any other provision contained in this Agreement, Buyer shall be responsible for and shall reimburse and Indemnify Seller in respect of any loss of or damage (excluding normal wear and tear) to Seller Group property, materials or equipment (tools) or components which (i) is damaged or lost whilst in-hole below the rotary table or (ii) is leased or borrowed by Buyer.

**B. INDEMNITY FOR CONSEQUENTIAL DAMAGES:**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO "INDEMNIFY" AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY "CLAIMS" FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE "NEGLIGENCE" OF THE MEMBERS OF THE SELLER GROUP.

**C. LIMITATION OF LIABILITY:**

EXCEPT AS OTHERWISE EXPRESSLY LIMITED IN THIS AGREEMENT IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES HEREBY ASSUMED BY THE PARTIES SHALL BE: (i) SUPPORTED BY INSURANCE; (ii) WITHOUT LIMIT; (iii) AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, BUT NOT LIMITED TO, PREEXISTING CONDITIONS (WHETHER SUCH CONDITIONS BE PATENT OR LATENT); THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS (WHETHER OR NOT PREEXISTING); THE UNAIRWORTHINESS OF ANY AIRCRAFT; BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED); BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES, OR APPURTENANCES OF ANY PARTY UNDER ANY CODE, LAW OR (WHETHER OR NOT SAID CONDITION IS PREEXISTING AND/OR LATENT, PATENT OR OTHERWISE); THE LOADING OR UNLOADING OF PERSONS OR CARGO; TORT; OR THE NEGLIGENCE OR FAULT OF ANY PARTY (AS DEFINED AT THE BEGINNING OF THIS ARTICLE 14; OR ANY OTHER THEORY OF LEGAL LIABILITY. Seller's total responsibility for any claims, damages, losses or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed 20% of the purchase price under the applicable purchase order.

**D. BUYER'S CUSTOMER AND SUPPLIER INDEMNITIES:**

Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to pollution and consequential losses described in Section 14A(6) and 14B above in connection with work performed under this Agreement, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

**E. CARE OF RENTAL EQUIPMENT:**

(1) The Buyer, at its sole expense, shall be responsible for ensuring that the rental equipment is maintained in good working order and operating condition at all times the Buyer maintains possession of the rental equipment. The rental equipment shall be maintained in good working order and operating condition, at Buyer's expense, and shall be returned in the same condition as when received, ordinary wear and tear alone excepted.

(2) Seller shall conduct an inspection ("Inspection and Disposition") of the rental equipment to determine if the rental equipment is in good working order and operating condition. If Seller after the Inspection and Disposition finds that the rental equipment is not in good working order and operating condition and is in need of refurbishment, remanufacture, and/or replacement, Seller shall prepare and submit a quotation and invoice, as necessary, prior to any repair work taking place to Buyer detailing the costs and expenses Buyer is obligated to pay to maintain the rental equipment in good working order and operating condition.

(3) The Buyer shall be liable for all costs and expenses for the refurbishment of the rental equipment to its original state and condition, save and except for ordinary wear and tear. Without prejudice to the generality of the foregoing and for the avoidance of doubt, damage and deterioration in the rental equipment requiring welding machining or coating operations are not considered as normal wear and tear. Any costs and expenses for the refurbishment of the rental equipment shall be invoiced to Buyer upon the return and Inspection and Disposition of

the rental equipment. All costs for refurbishment and labor charges shall be specified in the pricing schedule or such other similar document agreed to by the parties.

(4) In respect of the rental equipment which requires welding machining or coating operations or other remanufacturing related actions, Seller will repair all damaged equipment, at the cost and expense of the Buyer. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place, Seller shall prepare and submit a quotation and invoice detailing the expected costs to repair the rental equipment to its original state and condition.

(5) In respect of rental equipment which has been lost or damaged beyond repair, the Buyer shall be liable and shall pay to Seller, Seller's most recent replacement price item, as may be prescribed by Seller from time to time, with such replacement price taking into account the age, usage and depreciated value of the lost or damaged item as determined by Seller's standard accounting procedures. Any such replacement price prescribed by Seller shall take into account the age, usage and actual value of the lost or damaged item. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place Seller will submit a quotation for the replacement price and an invoice to Buyer.

**15. MODIFICATION, RESCISSION & WAIVER:**

The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an authorized employee of Seller at its office in Houston, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes which arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.



**RENTAL INVOICE**

Invoice No : 913337428  
 Invoice Date : APR 26 2013  
 Page : 1 of 5

Remit To:  
 OneSubsea LLC  
 P.O. Box 732162  
 Dallas, TX 75373-2162

Inquiries To :  
 OneSubsea LLC  
 4646 W Sam Houston Parkway N  
 Houston, Texas 77041  
 Phone 713-939-2211

Wire Transfer To:  
 JPMorgan Chase Bank  
 New York, NY 10004  
 Account #: 192987706  
 ABA #: 021000021  
 Swift #: CHASUS33  
 ACH Remit To:  
 JPMorgan Chase Bank  
 Chicago, IL  
 Account #: 192987706  
 ABA #: 071000013

Payment Terms : Cash in Advance  
 Terms & Conditions : As Attached/Included  
 Freight Terms : FOB Shp Pt-Frt Coll-No Pro Frt  
 Ship From : BAYOU VISTA LA  
 Shipped Date : MAR 18 2013

Invoice to: 21011440  
 BLUEWATER INDUSTRIES LP  
 ATTN: ACCOUNTS PAYABLE  
 5300 MEMORIAL STE 550  
 HOUSTON TX 77007

Ship To: 43219603  
 SPITZER HEAVY FABRICATION/BLEWATER  
 GREEN CANYON BLK 299 OCSG 15571  
 13863 INDUSTRIAL RD  
 HOUSTON TX 77015-6822

Inside Sales Contact : NICOLE DINGER / 985-395-1250 Contract : 40014711 Contract Start : 04/18/2013 Contract End

Customer Reference : 1111-031  
 Placed By : TRENT CASE

SHIPPED 11/6/2012 REF: R125694  
 GC 299 OCSG 15571  
 OLD CONTRACT: 40012515

| Item | Material Number.<br>Description  | Qty  | Unit Net Price<br>USD | Extended Price<br>USD |
|------|--|------|-----------------------|-----------------------|
| 10   | RENTAL<br>HPU S/N 26-M-0502<br>HPU<br>S/N 26-M-0502<br>.<br>SHIPPED 11/6/12<br>.<br>RENTAL BEGAN ON 11/6/12<br>.<br>RENTAL CHARGES \$5000.00 FOR 7 DAYS<br>\$960.00 PER DAYS AFTER 7<br>.<br>FINAL BILLING PERIOD 3/28/13 - 4/2/13 | 6 EA | 960.00                | 5,760.00              |





Invoice No : 913337428  
Page : 2 of 5

| Item | Material Number.<br>Description   | Qty  | Unit Net Price<br>USD | Extended Price<br>USD |
|------|---|------|-----------------------|-----------------------|
|      | 6 DAYS  |      |                       |                       |
| 20   | RENTAL<br>R2155807-05 S/N 26-M-0160<br>CVC RUNNING TOOL<br>S/N 26-M-0160<br>.<br>SHIPPED 11/6/12<br>.<br>RENTAL BEGAN ON 11/6/12<br>.<br>RENTAL CHARGES \$15375.00FOR 14 DAYS<br>\$2500.00PER DAYS AFTER 14<br>.<br>FINAL BILLING PERIOD 3/28/13 - 4/2/13<br>6 DAYS   | 6 EA | 2,500.00              | 15,000.00             |
| 30   | RENTAL<br>R2155517-05 S/N 26-M-0288 & M-0400<br>6"10K TEST SKID & FAB STAND<br>SKID S/N 26-M-0288<br>STAND S/N 26-M-0400<br>.<br>SHIPPED ON 11/6/12<br>.<br>RENTAL BEGAN ON 11/6/12<br>.<br>RENTAL CHARGES \$17250.00 FOR 14 DAYS<br>\$3450.00 PER DAY AFTER 14<br>.<br>FINAL BILLING PERIOD 3/28/13 - 4/5/13 | 9 EA | 3,450.00              | 31,050.00             |
| 40   | RENTAL<br>R2155517-05 S/N 26-M-0559 & 110176607-01<br>6"10K TEST SKID & FAB STAND<br>SKID S/N 26-M-0559<br>STAND S/N 110176607-01<br>.<br>SHIPPED ON 11/6/12<br>.<br>RENTAL BEGAN ON 11/6/12<br>.   | 9 EA | 3,450.00              | 31,050.00             |



Invoice No : 913337428  
Page : 3 of 5

| Item | Material Number.<br>Description   | Qty   | Unit Net Price<br>USD | Extended Price<br>USD |
|------|---|-------|-----------------------|-----------------------|
|      | RENTAL CHARGES \$17250.00 FOR 14 DAYS<br>\$3450.00 PER DAY AFTER 14   |       |                       |                       |
|      | FINAL BILLING PERIOD 3/28/13 - 4/5/13   |       |                       |                       |
| 50   | RENTAL<br>R215517-05 S/N 26-M-0464 & 11007680<br>6"10K TEST SKID & FAB STAND<br>SKID S/N 26-M-0464<br>STAND S/N 11007680<br><br>SHIPPED ON 11/6/12<br><br>RENTAL BEGAN ON 11/6/12<br><br>RENTAL CHARGES \$17250.00 FOR 14 DAYS<br>\$3450.00 PER DAY AFTER 14<br><br>FINAL BILLING PERIOD 3/28/13 - 4/6/13         | 10 EA | 3,450.00              | 34,500.00             |
| 60   | RENTAL<br>R215517-05 S/N 26-M-0564 & 110176604-01<br>6"10K TEST SKID & FAB STAND<br>SKID S/N 26-M-0564<br>STAND S/N 110176604-01<br><br>SHIPPED ON 11/6/12<br><br>RENTAL BEGAN ON 11/6/12<br><br>RENTAL CHARGES \$17250.00 FOR 14 DAYS<br>\$3450.00 PER DAY AFTER 14<br><br>FINAL BILLING PERIOD 3/28/13 - 4/6/13 | 10 EA | 3,450.00              | 34,500.00             |
| 70   | RENTAL<br>R2215824-01 S/N 26-M-0283<br>6"10K SHIPPING STAND<br>S/N 26-M-0283<br><br>SHIPPED ON 11/6/12  | 6 EA  | 1,381.00              | 8,286.00              |



Invoice No : 913337428  
Page : 4 of 5

| Item   | Material Number.<br>Description  | Qty  | Unit Net Price<br>USD | Extended Price<br>USD |
|--|--|------|-----------------------|-----------------------|
| .<br>RENTAL BEGAN ON 11/6/12<br>.<br>RENTAL CHARGES \$6900.00 FOR 14 DAYS<br>\$1381.00 PER DAY AFTER 14<br>.<br>FINAL BILLING PERIOD 3/28/13 - 4/2/13                            |  |      |                       |                       |
| 80   | RENTAL<br>R2215824-01 S/N 26-M-0558  | 6 EA | 1,381.00              | 8,286.00              |
| 90   | RENTAL<br>R2215824-01 S/N 26-M-0627<br>6"10K SHIPPING STAND<br>S/N 26-M-0627 | 6 EA | 1,381.00              | 8,286.00              |
| .<br>SHIPPED ON 11/6/12<br>.<br>RENTAL BEGAN ON 11/6/12<br>.<br>RENTAL CHARGES \$6900.00 FOR 14 DAYS<br>\$1381.00 PER DAY AFTER 14<br>.<br>FINAL BILLING PERIOD 3/28/13 - 4/2/13 |  |      |                       |                       |
| 100  | RENTAL<br>R2215824-01 S/N 26-M-0628  | 6 EA | 1,381.00              | 8,286.00              |
| 110  | RENTAL<br>R2247342-04 S/N 26-M-0637<br>6" HUB CLEANING TOOL<br>S/N 26-M-0637 | 8 EA | 126.50                | 1,012.00              |
| .<br>SHIPPED ON 11/6/12<br>.<br>RENTAL BEGAN ON 11/6/12<br>.<br>RENTAL CHARGES \$632.50 FOR 14 DAYS<br>\$126.50 PER DAY AFTER 14<br>.  |  |      |                       |                       |



Invoice No : 913337428  
Page : 5 of 5

| Item                                  | Material Number.<br>Description     | Qty  | Unit Net Price<br>USD | Extended Price<br>USD |
|---------------------------------------|-------------------------------------|------|-----------------------|-----------------------|
| FINAL BILLING PERIOD 3/28/13 - 4/4/13 |                                     |      |                       |                       |
| 120                                   | RENTAL<br>R2035677-02 S/N 26-M-0617 | 8 EA | 1,035.00              | 8,280.00              |

**Price Summary :**

**Total Price : 194,296.00 USD**

**Total Invoice Value : 194,296.00 USD**

Cameron is committed to complying with U.S. Export Administration Rules and Regulations. If this Order is being exported to you, or may be re-exported to an ultimate consignee or end-user abroad, the following applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

NUMBER  
R 125694

(Signature of consignor.)  
If charges are to be prepaid, write  
or stamp here, "To be Prepaid."

**Agent or Cashier.**

Per \_\_\_\_\_  
(The signature here acknowledges  
only the amount prepaid.)  
Charges advanced:

**READ TERMS ON REVERSE SIDE**

**CAMERON**

| DATE<br>11/6/12  |      | LOP<br>50                | WHS<br>26   | TERMINAL  | PK  | FIELD OFFICE              |
|--|------|--------------------------|-------------|---|---|---------------------------|
|  |      |                          |             |   |   | R125694                   |
| Bluewater Contract   |      |                          |             | SHIP TO<br>Spitzer Heavy Fabrication<br>13863 Industrial Road<br>Houston, Tx. 77015 |   | PAGE<br>2 of 2            |
| ZIP CODE   |      |                          |             | CUST CODE   |   | WELL No. GC299 OCSC-15571 |
| 2101440  |      | ORDERED BY<br>Trent Case |             | TAKEN BY<br>13111   |   | SHIPPED FROM<br>Patterson |
| FOR SHIPPING<br>POSTAL WEIGHT<br>OBTAINED FROM<br>HOUSTON, TEXAS |      | SHIPPED VIA              |             | CUSTOMER'S ORDER NO.<br>PO# 1111-031 rev 01   |   |                           |
| #  | ITEM | QUAN.                    | PART NUMBER | UNIT PRICE  | DESCRIPTION   | CLASS                     |
| 5  | 1    |                          | R215517-05  | \$17,250<br>for 14 days<br>\$3,450<br>per day after 14 days                         | 6" 10K Test Skid + Fab. Stand<br>Skid - 26-m-0288<br>Stand - 26-m-0400                        |                           |
| 6  | 1    |                          | R215517-05  | \$17,250<br>for 14 days<br>\$3,450<br>per day after 14 days                         | 6" 10K Test Skid + Fab. Stand<br>Skid - 26-m-0559<br>Stand - 110176607-01<br>14' Lg 6' W 6' H |                           |
| 7  | 1    |                          | R215517-05  | \$17,250<br>for 14 days<br>\$3,450<br>per day after 14 days                         | 6" 10K Test Skid + Fab. Stand<br>Skid - 26-m-0464<br>Stand - 10007680                         |                           |
| 8  | 1    |                          | R215517-05  | \$17,250<br>for 14 days<br>\$3,450<br>per day after 14 days                         | 6" 10K Test Skid + Fab. Stand<br>Skid - 26-m-0569<br>Stand - 110176604-01                     |                           |
| 9  | 1    |                          | R2215824-01 | \$6,900<br>for 14 days<br>\$1381 per<br>day after 14 days                           | 6" 10K Shipping Stand<br>26-m-0283  |                           |
| 10   | 1    |                          | R2215824-01 | \$6,900<br>for 14 days<br>\$1381 per<br>day after 14 days                           | 6" 10K Shipping Stand<br>26-m-0558  |                           |
| 11   | 1    |                          | R2215824-01 | \$6,900<br>for 14 days<br>\$1381 per<br>day after 14 days                           | 6" 10K Shipping Stand<br>26-m-0627  |                           |
| 12   | 1    |                          | R2215824-01 | \$6,900<br>for 14 days<br>\$1381 per<br>day after 14 days                           | 6" 10K Shipping Stand<br>26-m-0628  |                           |

CAM-22-0

HOUSTON SALES OFFICE COPY

**INVOICE**

**Invoice No** : 913341250  
**Invoice Date** : APR 30 2013  
**Page** : 1 of 2

**Remit To:**  
 OneSubsea LLC  
 P.O. Box 732162  
 Dallas, TX 75373-2162

**Inquiries To :**  
 OneSubsea LLC  
 4646 W Sam Houston Parkway N  
 Houston, Texas 77041  
 Phone 713-939-2211

**Wire Transfer To:**  
 JPMorgan Chase Bank  
 New York, NY 10004  
 Account #: 192987706  
 ABA #: 021000021  
 Swift #: CHASUS33  
**ACH Remit To:**  
 JPMorgan Chase Bank  
 Chicago, IL  
 Account #: 192987706  
 ABA #: 071000013

**Payment Terms** : Cash in Advance  
**Terms & Conditions** : As Attached/Included  
**Freight Terms** : Ex Works BERWICK  
**Ship From** : BAYOU VISTA LA  
**Shipped Date** : MAR 18 2013

**Invoice to:** 21011440  
 BLUEWATER INDUSTRIES LP  
 ATTN: ACCOUNTS PAYABLE  
 5300 MEMORIAL STE 550  
 HOUSTON TX 77007

**Ship To:** 43217767  
 BLUEWATER INDUSTRIES  
 GREEN CANYON 300 OCSG 22939  
 SPITZER YARD  
 13863 INDUSTRIAL RD  
 HOUSTON TX 77213

Inside Sales Contact : Gwen Luu / 985-395-1692      Sales Order : 2979805      Delivery Note : 84763494

**Customer Reference** : 1111-031-REV1  
**Placed By** : ALBERT MASON  
**Functional Location** : GM2-2041-0001-0002  
**Description** : GC 300 OCSG 22939 (21011440)  
**Project Reference** : (DOC) FSO 363255

**PO#:** 1111-031 REV1  
**WELL LOCATION:** GC 300 #2  
**OCSG#:** 22939  
**M/V NAME:** NORMAND COMMANDER  
**JOB REQUESTED:** ALBERT MASON  
**SERVICE BEGIN DATE:** 12/20/12  
**SERVICE END DATE:** 04/01/13  
**SERVICE HAND:** BRAD THERIOT

| Item | Material Number.<br>Description  | Qty     | Unit Net Price<br>USD | Extended Price<br>USD |
|------|--|---------|-----------------------|-----------------------|
| 10   | SUBSEAOFFSHORE<br>OFFSITE DAY RATE SUBSEA LABOR<br>CAMERON SERVICEMAN CALLED OUT TO LOCATION TO PERFORM WORK AS REQUESTED.<br>NOTE: PLEASE REFER TO SERVICE TICKET ATTACHED FOR COMPLETE SERVICE | 13.0 DY | 2,581.00              | 33,553.00             |





Invoice No : 913341250  
Page : 2 of 2

| Item | Material Number.<br>Description   | Qty       | Unit Net Price<br>USD | Extended Price<br>USD |
|------|---|-----------|-----------------------|-----------------------|
|      | REPORT.<br>BRAD THERIOT PERFORMED THIS JOB  |           |                       |                       |
| 20   | MILEAGE<br>MILEAGE (ROUNDTRIP CAMERON, BERWICK, LA TO SPITZER SHIPYARD,<br>CHANNELVIEW, TX - CHANNELVIEW, TX) | 550.00 MI | 2.00                  | 1,100.00              |
| 30   | EXPENSE-RT<br>MEALS (EXPENSE COST = 20%)  | 1 EA      | 245.64                | 245.64                |

**Price Summary :**

**Total Price : 34,898.64 USD**

**Total Invoice Value : 34,898.64 USD**

Cameron is committed to complying with U.S. Export Administration Rules and Regulations. If this Order is being exported to you, or may be re-exported to an ultimate consignee or end-user abroad, the following applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.



| FIELD SERVICE ORDER   |                          |                                 |                         |                   |            |           |   |                    |  | FIELD SERVICE ORDER NO. |                           |  |
|---|--------------------------|---------------------------------|-------------------------|-------------------|------------|-----------|---|--------------------|--|-------------------------|---------------------------|--|
| CAM-2303-E  |                          |                                 |                         |                   |            |           |   |                    |  | 363255                  |                           |  |
| SALES ORDER NO.   |                          | PURCHASE ORDER NO./CONTRACT NO. |                         | P.O. DATE         |            | COUNTY    |   | STATE              |  | DATE PREPARED           |                           |  |
|   |                          | PO# 1111-031-rev 1              |                         |                   |            |           |   |                    |  | 7-1-2013                |                           |  |
| ORDERED BY  |                          | RIG NAME                        |                         | FED. WAT.         |            | FREIGHT   |   | VIA                |  | LOCATION                |                           |  |
| Albert Mason  |                          | M/V Normand Commuter            |                         | Yes               |            |           |   |                    |  | 5026                    |                           |  |
| WELL REFERENCE/OCS. NO.   |                          | BILL OF LADING                  |                         | CARRIER           |            | SHIP NO.  |   |                    |  |                         |                           |  |
| GC 800 Well #2 OCS-G 15571  |                          |                                 |                         | #8341             |            |           |   |                    |  |                         |                           |  |
| BUILT TO  |                          | SOLD TO                         |                         | W.P.              |            | PN        |   |                    |  |                         |                           |  |
| Blue Water Industries   |                          |                                 |                         | Spitzer Shipyards |            | 43217     |   | Channelview, Texas |  |                         |                           |  |
| WELLHEAD  | SIZE                     | MAKE                            | S/N                     | W.P.              |            | PN        |   |                    |  |                         |                           |  |
| VALVE   | SIZES                    | MODEL                           | TRIM                    | S/N               | W.P.       |           | PN  |                    |  |                         |                           |  |
| HANGER  | SIZE                     | TYPE                            | CSG/TBG SIZE            | WEIGHT            | GRADE      | THREAD    |   |                    |  |                         |                           |  |
| WORK PERFORMED  |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| Drove to Spitzer yard to perform lift tests on jumpers PLS & W2PJ.        |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| Drove to Carlyss, La. to board Norman Commuter.                           |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| Installed both jumpers and completed 2 hour hold on back side of gaskets. |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| Rode vessel back to port.   |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| mileage charges:  |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| from Berwick, La. to Channelview, Texas                                   |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| from Channelview, Texas to Carlyss, La.                                   |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| from Carlyss, La. to Berwick, La.   |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| ITEM  | QTY.                     | DESCRIPTION                     |                         | PART NO.          | UNIT PRICE | DIS-COUNT | TOTAL   |                    |  |                         |                           |  |
|   |                          | Back charge for 1 day           |                         | 1 Day @           | 2581.00    |           | 2581.00   |                    |  |                         |                           |  |
| (Dec. 2013; not charged on previous tickets)                              |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| F.O.B. MANUFACTURING PLANT  |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| TOTAL PARTS AND MATERIALS   |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |
| LABOR   | FROM: HR & DATE          | TO: HR & DATE                   | REQ. HOURS              | QT. HOURS         | DATE       | QT. RATE  |   |                    |  |                         |                           |  |
|   | 3-21-13                  | 4-7-13                          | 12                      | 12                | 2581.00    |           | 39972.00  |                    |  |                         |                           |  |
| LODGING   | FREIGHT OR MISCELLANEOUS |                                 | MEALS                   | MILEAGE           | PER MILE   |           |   |                    |  |                         |                           |  |
|   |                          |                                 | 4367.00 + 20% = 2456.40 | 550               | 2.00       | 1100.00   |   |                    |  |                         |                           |  |
| PERFORMANCE REVIEW  |                          |                                 |                         |                   |            |           | EST. CHARGES  |                    |  |                         |                           |  |
| EXCEEDED EXPECTATIONS   |                          |                                 |                         |                   |            |           | MET EXPECTATIONS                                      |                    | NEEDS IMPROVEMENT  |                         | DID NOT MEET EXPECTATIONS |  |
| Serviceman Arrived at Location On Time                                    |                          |                                 |                         |                   |            |           | <input type="checkbox"/>                              |                    | <input type="checkbox"/>                                 |                         | <input type="checkbox"/>  |  |
| Serviceman's Attitude   |                          |                                 |                         |                   |            |           | <input type="checkbox"/>                              |                    | <input type="checkbox"/>                                 |                         | <input type="checkbox"/>  |  |
| Serviceman's Competency   |                          |                                 |                         |                   |            |           | <input type="checkbox"/>                              |                    | <input type="checkbox"/>                                 |                         | <input type="checkbox"/>  |  |
| Service Facility Office Support   |                          |                                 |                         |                   |            |           | <input type="checkbox"/>                              |                    | <input type="checkbox"/>                                 |                         | <input type="checkbox"/>  |  |
| Did Serviceman Properly Review CAM Issued JHA                             |                          |                                 |                         |                   |            |           | <input type="checkbox"/>                              |                    | <input type="checkbox"/>                                 |                         | <input type="checkbox"/>  |  |
| OTHER (PLEASE LIST)   |                          |                                 |                         |                   |            |           | <input type="checkbox"/>                              |                    | <input type="checkbox"/>                                 |                         | <input type="checkbox"/>  |  |
| CUSTOMER STAMP  |                          |                                 |                         |                   |            |           | RIG DELAY RESULTING FROM CAMERON SERVICE OR EQUIPMENT |                    |  |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | <input type="checkbox"/> YES                          |                    | <input type="checkbox"/> NO                              |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | IF YES PLEASE GIVE YOUR COMMENTS:                     |                    |  |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | Completion/Decompletion                               |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | Frac tree   |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | Prod. Tree  |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | Lubricator  |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | Production  |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | Greasing  |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | Valve / Act.  |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | SD Lubricator   |                    | <input type="checkbox"/>                                 |                         |                           |  |
|   |                          |                                 |                         |                   |            |           | OTHER   |                    |  |                         |                           |  |
| CAMERON REP. Print  |                          |                                 |                         |                   |            |           | Signature   |                    | DATE   |                         |                           |  |
| Brad Thoriot  |                          |                                 |                         |                   |            |           |   |                    | 4-1-2013   |                         |                           |  |
| CUSTOMER-REP. Print   |                          |                                 |                         |                   |            |           | Signature   |                    | DATE   |                         |                           |  |
| Albert Mason  |                          |                                 |                         |                   |            |           |   |                    | 4-29-13  |                         |                           |  |
| Reviewed by District Mgr.   |                          |                                 |                         |                   |            |           | FPR Submitted   |                    | <input type="checkbox"/> YES <input type="checkbox"/> NO |                         |                           |  |
| Signature   |                          |                                 |                         |                   |            |           | FPR#  |                    |  |                         |                           |  |
| Date  |                          |                                 |                         |                   |            |           |   |                    |  |                         |                           |  |

Brad Thierot  
FSO # 390586

LAKE CHARLES, LA 70002  
478-7244

Serv: Holly 03/23/2013  
Table 224/1 5:34 PM  
Guests: 2 20057  
Area: RESTAURANT

Restaurant 443

1118 Lowe-Grout Road  
Iowa, LA 70647  
(337)582-3719

3/22/2013 2:08:22 AM  
Order 385737 Cashier:

1 1/2 SIX DOLLAR THICKBURGE 6.94  
1/2LB SIX DOLLAR BUR  
NO TOMATO  
ADD PICKLES  
MED FRIES  
BOTTLED WATER

SubTotal 6.94  
Tax 0.64  
Total 7.58  
MasterCard 7 58  
Acot:XXXXXXXX1538

Approval:078353

Combo Appetizer 9.99  
Sprite 2.29  
Country Fried Chicken 10.49  
Baked Potato 0.50  
Bacon Bits 2.29  
Sweet Tea 10.49  
Country Fried Chicken

Complete Subtotal 36.05

Subtotal 36.05  
Tax 3.24

Total 39.29

Balance Due 39.29  
+ 8.00

Please pay your server.  
Did you try one of our  
Legendary Margaritas or Ice

\*\*\*\*\*

Your Order Number is

Order 385737

\*\*\*\*\*

Drive Thru

Thank you for visiting!

Daytown, MO  
3050 East Frwy.  
Daytown, TX 77521-8371

Serve: Kayla  
11:51 AM  
Table 114/1  
DOB: 03/22/31

SALE

MASTERCARD  
Card XXXXXXXXXX1538  
Magnetic card present: INERJUT BRAD  
Card Entry Method: S

Approval: 036910

Amount: \$ 29.95

+ Tip:

= Total:

39.95

I agree to  
total amount of \$39.95

Drad Thieriot  
FSO# 310586

F-01

SvrCk: 30

TERM 1 POSDRVR

|                  |      |
|------------------|------|
| BREAKFAST BLUFET | 8.29 |
| SOFT DRINK       | 1.99 |

Sub Total: 10.28

Tax : 0.87

03/23 9:55a TOTAL: 11.15

|                  |        |       |
|------------------|--------|-------|
| AMT-TEND         | CHANGE | TALLY |
| MASTERCARD 11.15 |        | 11.15 |
|                  |        | 11.15 |

TOTAL SALES: 11.15

(Re. 1538,

Save money. Five better

985 J 396 - 2094

MORGAN CUPP

973 HIGHWAY 90 E

MORGAN CITY LA 70380

ST# 0540 OP# 00000011 TE# 23 TR# 0755

5QT BUCKET 007602626067 0.97

5QT BUCKET 007602626067 0.97

5QT BUCKET 007602626067 0.97

SUBTOTAL 2.91

CANDY 007518615797 F 1.00

CANDY 007518615797 F 1.00

CANDY 007518615797 F 1.00

SUBTOTAL 5.91

HRSHY MILK D 001070002152 F 0.98

HRSHY MILK D 001070002152 F 0.98

HRSHY MILK D 001070002152 F 0.98

HRSHY MILK D 001070002152 F 0.98

HRSHY MILK D 001070002152 F 0.98

SUBTOTAL 10.81

SUGAR CANDY 007920026840 F 5.48

SUGAR CANDY 007920026840 F 5.48

TWIX MINIS 004000020882 F 2.88

TWIX MINIS 004000020882 F 2.88

TWIX MINIS 004000020882 F 2.88

SUBTOTAL 33.29

EAS CANDY 004000006160 F 2.28

EAS CANDY 004000006160 F 2.28

EAS CANDY 004000006160 F 2.28

SUBTOTAL 40.13

MINI PASTEL 003400021371 F 2.88

MINI PASTEL 003400021371 F 2.88

MINI PASTEL 003400021371 F 2.88

MINI PASTEL 003400021371 F 2.88

SUBTOTAL 51.65

SNICKERS 004000021178 F 2.88

SNICKERS 004000021178 F 2.88

SNICKERS 004000021178 F 2.88

SNICKERS 004000021178 F 2.88

SUBTOTAL 63.17

M MS MINIS 004000045085 F 2.88

M MS MINIS 004000045085 F 2.88

M MS MINIS 004000045085 F 2.88

M MS MINIS 004000045085 F 2.88

SUBTOTAL 74.69

TAX 1 8.000 % 0.23

TAX 2 4.000 % 2.87

TOTAL 77.79

MCARD TEND 77.79

ACCOUNT # 1538

Drad Theriot  
FSO# 390586

2 PM  
regid: 111111 343 Op ID: 2  
Your cashier: Cashier

|                          |        |     |
|--------------------------|--------|-----|
| Nestle Pure Life 700mL   | \$1.29 | 103 |
| Nestle Pure Life 700mL   | \$1.29 | 103 |
| BUFFALO STYLE RANCH DAVI |        |     |
| 5 @ \$1.99               | \$9.95 | 103 |

Subtotal = \$12.53

Tax = \$0.66

Total = \$13.19

Change Due = \$0.00

Credit \$13.19

1 Spicy Ch + LG-FR (HID) 7.08  
Only Ketchup  
Lrg French Fry  
Lrg Coke  
1 Grl Chx Strp 4 4.59  
\*\*\*\*\*

FREE 2 TACOS

with purchase on your next visit:

- 1) Within 3 days...  
visit [www.JackListens.com](http://www.JackListens.com)  
or call 1-855-895-5225.
- 2) Enter...

11 digit code: 7832 0159 071

Date of Service: 4/1/2013

Time of Service: 15:20

- 3) Write the provided Validation code here:

Coupon Code: 989

- 4) Bring this receipt to a Jack in the Box to receive your two free tacos with purchase on your next visit.

Esta encuesta esta  
disponible en espanol.

One coupon per order. This offer is not valid with any other offer or discount. Jack in the Box employees and their families are not eligible. Not transferable. This offer is valid for 7 days after completion of the survey.

\*\*\*\*\*  
SubTotal 11.67  
Tax 1.08  
Total 12.75  
Master Card 12.75

Acct: xxxxxxxxxx1538  
Authorization: 014002

Thank you for your visit  
159071

JAB21

| CAMERON        |           | Expense Authorization Sheet                 |  | 390586 |
|----------------|-----------|---|--|--------|
| Expense amount | Date      | Expense explanation & attendees             |  |        |
| \$7.58         | 3/22/2013 | Meal, Brad Theriot                          |  |        |
| \$34.95        | 3/22/2013 | Meal, Brad Theriot Alfred Clayton           |  |        |
| \$11.15        | 3/23/2013 | Meal, Brad Theriot                          |  |        |
| \$47.29        | 3/23/2013 | Meal, Brad Theriot Alfred Clayton           |  |        |
| \$77.79        | 3/23/2013 | Easter candy for company reps, Brad Theriot |  |        |
|                |           |   |  |        |
| \$12.75        | 4/1/2013  | Meal, Brad Theriot                          |  |        |
| \$13.19        | 4/1/2013  | Meal, Brad Theriot                          |  |        |
|                |           |   |  |        |
|                |           |   |  |        |
|                |           |   |  |        |
|                |           |   |  |        |
|                |           |   |  |        |
| 20470          | total     | Expense 04/1/2013 = 245.64                  |  |        |
| Employee Name: |           | Brad Theriot <i>Brad Theriot</i>            |  |        |

## **TERMS AND CONDITIONS OF SALE**

### **1. CONTRACT ACCEPTANCE:**

Any written or oral purchase order received from Buyer by Seller shall be construed as a written acceptance of Seller's offer to sell and shall be filled in accordance with the terms and conditions of sale set forth herein. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. The terms and conditions of Seller's proposal (if any) and acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless Buyer notifies Seller in writing of its objections thereto within fifteen (15) days from receipt of Seller's acknowledgement. Buyer's standard terms of purchase will not be considered a counteroffer to Seller's terms and conditions of sale. The failure of Seller to object to any provision in conflict herewith whether contained on Buyer's purchase order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

### **2. QUOTATIONS AND PRICES:**

Any product, service capability or manufacturing capability which may be available at the time a quotation is made is subject to prior sale. Prices quoted are subject to change without notice. The price in effect at the time of shipment including any escalation formula will apply, unless a valid quotation or written agreement to the contrary exists between Buyer and Seller. All prices shown are in U.S. dollars and are F.O.B. Seller's shipping point. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law. Any documentation pertaining to traceability requirements for raw materials or products or documentation required for any routine or special processes must be identified by the Buyer at the time of quotation (if any) or at the time of order placement.

### **3. TAXES:**

Any tax or other charge imposed by law on the sale or production of goods or the performance of services shall be paid by the Buyer, unless the law specifically provides that such payment must be made by Seller, in which case Buyer shall reimburse Seller for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by Buyer.

### **4. SHIPPING SCHEDULE AND DELIVERY:**

Shipment schedules are given as conditions permit and every effort will be made to make shipments as scheduled. Seller will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Buyer (or any third party) occasioned by deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, fire, flood, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control, whether of similar or dissimilar nature than those enumerated. Seller shall have additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it may consider to be equitable. Seller reserves the right to furnish commercially equivalent or better substitutes for materials or to subcontract the Buyer's order or portions thereof as Seller deems necessary. In no event shall Seller be liable for any consequential damages resulting from failure or delay in shipment. If Buyer requires drawings, procedures, standards or similar material for approval, shipping schedules will be calculated from the time such approvals are received by Seller, since shipping schedules are based on Seller having all required information and a firm order from Buyer which is enterable into production. Any hold points, witness points or the need for inspection by Buyer's representatives must be identified by Buyer at the time of quotation (if any) and/or order placement in order that the effect on the prices or shipping schedules (if any) can be taken into account. Additional inspection or testing required by Buyer which affects normal production sequence will be considered as extending the shipping dates accordingly.

### **5. TERMS OF PAYMENT:**

Terms of payment are 30 days from date of invoice unless otherwise stated in the quotation or Seller's order acknowledgment.

### **6. CANCELLATIONS AND RETURNS:**

Purchase orders once placed by Buyer and accepted by Seller can be canceled only with Seller's written consent and upon terms which will save Seller from loss. No products may be returned for credit or adjustment without written permission from Seller's office authorized to issue such permission.

### **7. WARRANTIES:**

All products of Seller's manufacture except for its Orbit product are warranted against defects of material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever period first expires while its Orbit product is warranted for thirty six (36) months from date of shipment, when all such products are used in the service and within the pressure range for which they were



manufactured. In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller. Any repair work performed by Seller is warranted for one year from completion of such repairs and applies only to work performed. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any product or repair and if in the Seller's sole judgment the product or repair does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. to Seller's designated plant or service location. Seller has no liability for removal or reinstallation of products or equipment. Seller, at its option and expense, shall repair or replace the defective part or product, or repay to Buyer the full price paid by Buyer for such defective part, repair or product. Any repayment of purchase price shall be without interest. Seller's warranty liability, including defects caused by Seller's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Seller's judgment) as to affect the products adversely. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

#### **8. ENGINEERING AND SERVICE:**

Upon request, Seller will provide engineering and/or technical information regarding its products and their uses and, if feasible, will provide personnel to assist Buyer in effecting field installations and/or field service. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only.

#### **9. LABOR STANDARDS:**

Seller hereby certifies that these products were produced in accordance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

#### **10. INSPECTION:**

Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's plant or other shipping or receiving point designated by Seller and shall be conclusive except as regards latent defects. Buyer's representatives may inspect at the Seller's plant or shipping point during working hours prior to shipment in such manner as will not interfere with operations.

#### **11. DELIVERY AND ACCEPTANCE:**

Delivery shall be in accordance with the requirements in the Purchase Contract, provided, in the event Buyer is unable to accept delivery upon completion of the manufacture of the Goods in accordance with such requirements, Buyer agrees that (i) title and risk of ownership shall pass to Buyer on date of Seller's invoice, and (ii) Buyer will make payments within thirty days after date of such invoice. Seller shall retain custodial risk of loss until delivery is made in accordance with such requirements.

#### **12. EXPORT COMPLIANCE:**

The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods, services, software or technology to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.

**13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS:**

All prices are F.O.B. Seller's plant or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's plant or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:****A. INDEMNIFICATION:**

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint or concurrent, active, passive or gross negligence, willful misconduct, strict liability, product liability or any other legal cause of action.

"Claims" means any and all claims, demands, losses, damages and causes of action of whatever kind or nature. Unless otherwise specified, Claims is to be read in its broadest sense to include all claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

(1) Seller shall release, defend, save, indemnify (collectively "Indemnify") and hold Buyer Group harmless from and against all Claims, for loss of or damage to the property of the members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(2) Seller shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(3) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for loss of or damage to the property (including the Work) of the members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(4) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(5) Except as provided in Section 14A(6) below, Buyer (on its own behalf and on behalf of Buyer Group) and Seller (on its own behalf and on behalf of Seller Group) shall Indemnify and hold each other harmless from and against any and all Claims asserted against them by or on behalf of any third party for the death(s) of or personal injury (ies) to such a third party, as well as loss (es) of or damage(s) to the property of such a third party. It is agreed by Buyer and Seller that their respective duty of indemnity to each other with respect to Claims asserted against them by a third party pursuant to this Article 14 (A) (5) shall be limited to their respective degree of Negligence.

(6) Notwithstanding any other provision contained in this Agreement, Buyer shall Indemnify and hold the members of Seller Group harmless from and against all Claims (including clean-up costs and loss (es) of oil, gas or

hydrocarbons) arising from (i) pollution, contamination, dumping or spilling of any substance, (ii) blowout, (iii) fire, or (iv) loss of, or damage to, wells, formations or mineral rights, even if arising out of or attributable to the Negligence of the members of the Seller Group.

(7) Notwithstanding any other provision contained in this Agreement, Buyer shall be responsible for and shall reimburse and Indemnify Seller in respect of any loss of or damage (excluding normal wear and tear) to Seller Group property, materials or equipment (tools) or components which (i) is damaged or lost whilst in-hole below the rotary table or (ii) is leased or borrowed by Buyer.

**B. INDEMNITY FOR CONSEQUENTIAL DAMAGES:**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO "INDEMNIFY" AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY "CLAIMS" FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE "NEGLIGENCE" OF THE MEMBERS OF THE SELLER GROUP.

**C. LIMITATION OF LIABILITY:**

EXCEPT AS OTHERWISE EXPRESSLY LIMITED IN THIS AGREEMENT IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES HEREBY ASSUMED BY THE PARTIES SHALL BE: (i) SUPPORTED BY INSURANCE; (ii) WITHOUT LIMIT; (iii) AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, BUT NOT LIMITED TO, PREEXISTING CONDITIONS (WHETHER SUCH CONDITIONS BE PATENT OR LATENT); THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS (WHETHER OR NOT PREEXISTING); THE UNAIRWORTHINESS OF ANY AIRCRAFT; BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED); BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES, OR APPURTENANCES OF ANY PARTY UNDER ANY CODE, LAW OR (WHETHER OR NOT SAID CONDITION IS PREEXISTING AND/OR LATENT, PATENT OR OTHERWISE); THE LOADING OR UNLOADING OF PERSONS OR CARGO; TORT; OR THE NEGLIGENCE OR FAULT OF ANY PARTY (AS DEFINED AT THE BEGINNING OF THIS ARTICLE 14; OR ANY OTHER THEORY OF LEGAL LIABILITY. Seller's total responsibility for any claims, damages, losses or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed 20% of the purchase price under the applicable purchase order.

**D. BUYER'S CUSTOMER AND SUPPLIER INDEMNITIES:**

Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to pollution and consequential losses described in Section 14A(6) and 14B above in connection with work performed under this Agreement, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

**E. CARE OF RENTAL EQUIPMENT:**

(1) The Buyer, at its sole expense, shall be responsible for ensuring that the rental equipment is maintained in good working order and operating condition at all times the Buyer maintains possession of the rental equipment. The rental equipment shall be maintained in good working order and operating condition, at Buyer's expense, and shall be returned in the same condition as when received, ordinary wear and tear alone excepted.

(2) Seller shall conduct an inspection ("Inspection and Disposition") of the rental equipment to determine if the rental equipment is in good working order and operating condition. If Seller after the Inspection and Disposition finds that the rental equipment is not in good working order and operating condition and is in need of refurbishment, remanufacture, and/or replacement, Seller shall prepare and submit a quotation and invoice, as necessary, prior to any repair work taking place to Buyer detailing the costs and expenses Buyer is obligated to pay to maintain the rental equipment in good working order and operating condition.

(3) The Buyer shall be liable for all costs and expenses for the refurbishment of the rental equipment to its original state and condition, save and except for ordinary wear and tear. Without prejudice to the generality of the foregoing and for the avoidance of doubt, damage and deterioration in the rental equipment requiring welding machining or coating operations are not considered as normal wear and tear. Any costs and expenses for the refurbishment of the rental equipment shall be invoiced to Buyer upon the return and Inspection and Disposition of

the rental equipment. All costs for refurbishment and labor charges shall be specified in the pricing schedule or such other similar document agreed to by the parties.

(4) In respect of the rental equipment which requires welding machining or coating operations or other remanufacturing related actions, Seller will repair all damaged equipment, at the cost and expense of the Buyer. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place, Seller shall prepare and submit a quotation and invoice detailing the expected costs to repair the rental equipment to its original state and condition.

(5) In respect of rental equipment which has been lost or damaged beyond repair, the Buyer shall be liable and shall pay to Seller, Seller's most recent replacement price item, as may be prescribed by Seller from time to time, with such replacement price taking into account the age, usage and depreciated value of the lost or damaged item as determined by Seller's standard accounting procedures. Any such replacement price prescribed by Seller shall take into account the age, usage and actual value of the lost or damaged item. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place Seller will submit a quotation for the replacement price and an invoice to Buyer.

**15. MODIFICATION, RESCISSION & WAIVER:**

The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an authorized employee of Seller at its office in Houston, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes which arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.

**INVOICE**

**Invoice No** : 913383148  
**Invoice Date** : JUN 13 2013  
**Page** : 1 of 2

**Remit To:**  
 OneSubsea LLC  
 P.O. Box 732162  
 Dallas, TX 75373-2162

**Inquiries To :**  
 OneSubsea LLC  
 4646 W Sam Houston Parkway N  
 Houston, Texas 77041  
 Phone 713-935-2211

**Wire Transfer To:**  
 JPMorgan Chase Bank  
 New York, NY 10004  
 Account #: 192987706  
 ABA #: 021000021  
 Swift #: CHASUS33  
**ACH Remit To:**  
 JPMorgan Chase Bank  
 Chicago, IL  
 Account #: 192987706  
 ABA #: 071000013

**Payment Terms** : Cash in Advance  
**Terms & Conditions** : As Attached/Included  
**Freight Terms** : Ex Works BERWICK  
**Ship From** : BAYOU VISTA LA  
**Shipped Date** : MAR 18 2013

Invoice to: 21011440  
 BLUEWATER INDUSTRIES LP  
 ATTN: ACCOUNTS PAYABLE  
 5300 MEMORIAL STE 550  
 HOUSTON TX 77007

Ship To: 43217767  
 BLUEWATER INDUSTRIES  
 GREEN CANYON 300 OCSG 22939  
 13863 INDUSTRIAL RD  
 HOUSTON TX 77213

Inside Sales Contact : Gwen Luu / 985-395-1692      Sales Order : 3013044      Delivery Note : 84821251

**Customer Reference** : 1111-031 REV1  
**Placed By** : ALBERT MASON  
**Functional Location** : GM2-2041-0001-0002  
**Description** : GC 300 OCSG 22939 (21011440)  
**Project Reference** : (DOC) FSO 390144

**PO#:** 1111-031 REV1  
**WELL LOCATION:** GC 300 #2  
**OCSG#:** 15571  
**M/V NAME:** NORMAND COMMANDER  
**JOB REQUESTED:** ALBERT MASON  
**SERVICE BEGIN DATE:** 02/27/13  
**SERVICE END DATE:** 03/06/13  
**SERVICE HAND:** ALFRED CLAYTON

| Item | Material Number.<br>Description   | Qty    | Unit Net Price<br>USD | Extended Price<br>USD |
|------|---|--------|-----------------------|-----------------------|
| 10   | SUBSEAOFFSHORE<br>OFFSHORE DAY RATE SUBSEA LABOR<br>CAMERON SERVICEMAN CALLED OUT TO LOCATION TO PERFORM WORK AS REQUESTED. | 7.0 DY | 2,581.00              | 18,067.00             |



Invoice No : 913383148  
Page : 2 of 2

| Item  | Material Number.<br>Description  | Qty       | Unit Net Price<br>USD | Extended Price<br>USD |
|---|--|-----------|-----------------------|-----------------------|
| NOTE: PLEASE REFER TO SERVICE TICKET ATTACHED FOR COMPLETE SERVICE REPORT.<br>ALRED CLAYTON PERFORMED THIS JOB. |  |           |                       |                       |
| 20  | MILEAGE<br>MILEAGE (ROUNDTRIP CAMERON, BERWICK, LA TO SPITZER YARD, CHANNELVIEW, TX) | 540.00 MI | 2.00                  | 1,080.00              |

**Price Summary :**

**Total Price : 19,147.00 USD**

**Total Invoice Value : 19,147.00 USD**

Cameron is committed to complying with U.S. Export Administration Rules and Regulations. If this Order is being exported to you, or may be re-exported to an ultimate consignee or end-user abroad, the following applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.





21017493



## **TERMS AND CONDITIONS OF SALE**

### **1. CONTRACT ACCEPTANCE:**

Any written or oral purchase order received from Buyer by Seller shall be construed as a written acceptance of Seller's offer to sell and shall be filled in accordance with the terms and conditions of sale set forth herein. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. The terms and conditions of Seller's proposal (if any) and acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless Buyer notifies Seller in writing of its objections thereto within fifteen (15) days from receipt of Seller's acknowledgement. Buyer's standard terms of purchase will not be considered a counteroffer to Seller's terms and conditions of sale. The failure of Seller to object to any provision in conflict herewith whether contained on Buyer's purchase order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

### **2. QUOTATIONS AND PRICES:**

Any product, service capability or manufacturing capability which may be available at the time a quotation is made is subject to prior sale. Prices quoted are subject to change without notice. The price in effect at the time of shipment including any escalation formula will apply, unless a valid quotation or written agreement to the contrary exists between Buyer and Seller. All prices shown are in U.S. dollars and are F.O.B. Seller's shipping point. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law. Any documentation pertaining to traceability requirements for raw materials or products or documentation required for any routine or special processes must be identified by the Buyer at the time of quotation (if any) or at the time of order placement.

### **3. TAXES:**

Any tax or other charge imposed by law on the sale or production of goods or the performance of services shall be paid by the Buyer, unless the law specifically provides that such payment must be made by Seller, in which case Buyer shall reimburse Seller for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by Buyer.

### **4. SHIPPING SCHEDULE AND DELIVERY:**

Shipment schedules are given as accurately as conditions permit and every effort will be made to make shipments as scheduled. Seller will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Buyer (or any third party) occasioned by deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, fire, flood, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control, whether of similar or dissimilar nature than those enumerated. Seller shall have additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it may consider to be equitable. Seller reserves the right to furnish commercially equivalent or better substitutes for materials or to subcontract the Buyer's order or portions thereof as Seller deems necessary. In no event shall Seller be liable for any consequential damages resulting from failure or delay in shipment. If Buyer requires drawings, procedures, standards or similar material for approval, shipping schedules will be calculated from the time such approvals are received by Seller, since shipping schedules are based on Seller having all required information and a firm order from Buyer which is enterable into production. Any hold points, witness points or the need for inspection by Buyer's representatives must be identified by Buyer at the time of quotation (if any) and/or order placement in order that the effect on the prices or shipping schedules (if any) can be taken into account. Additional inspection or testing required by Buyer which affects normal production sequence will be considered as extending the shipping dates accordingly.

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Terms of payment are 30 days from date of invoice unless otherwise stated in the quotation or Seller's order acknowledgment.

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### **7. WARRANTIES:**

All products of Seller's manufacture except for its Orbit product are warranted against defects of material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever period first expires while its Orbit product is warranted for thirty six (36) months from date of shipment, when all such products are used in the service and within the pressure range for which they were

manufactured. In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller. Any repair work performed by Seller is warranted for one year from completion of such repairs and applies only to work performed. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any product or repair and if in the Seller's sole judgment the product or repair does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. to Seller's designated plant or service location. Seller has no liability for removal or reinstallation of products or equipment. Seller, at its option and expense, shall repair or replace the defective part or product, or repay to Buyer the full price paid by Buyer for such defective part, repair or product. Any repayment of purchase price shall be without interest. Seller's warranty liability, including defects caused by Seller's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Seller's judgment) as to affect the products adversely. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

#### **8. ENGINEERING AND SERVICE:**

Upon request, Seller will provide engineering and/or technical information regarding its products and their uses and, if feasible, will provide personnel to assist Buyer in effecting field installations and/or field service. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only.

#### **9. LABOR STANDARDS:**

Seller hereby certifies that these products were produced in accordance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

#### **10. INSPECTION:**

Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's plant or other shipping or receiving point designated by Seller and shall be conclusive except as regards latent defects. Buyer's representatives may inspect at the Seller's plant or shipping point during working hours prior to shipment in such manner as will not interfere with operations.

#### **11. DELIVERY AND ACCEPTANCE:**

Delivery shall be in accordance with the requirements in the Purchase Contract, provided, in the event Buyer is unable to accept delivery upon completion of the manufacture of the Goods in accordance with such requirements, Buyer agrees that (i) title and risk of ownership shall pass to Buyer on date of Seller's invoice, and (ii) Buyer will make payments within thirty days after date of such invoice. Seller shall retain custodial risk of loss until delivery is made in accordance with such requirements.

#### **12. EXPORT COMPLIANCE:**

The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods, services, software or technology to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.

**13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS:**

All prices are F.O.B. Seller's plant or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's plant or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:****A. INDEMNIFICATION:**

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint or concurrent, active, passive or gross negligence, willful misconduct, strict liability, product liability or any other legal cause of action.

"Claims" means any and all claims, demands, losses, damages and causes of action of whatever kind or nature. Unless otherwise specified, Claims is to be read in its broadest sense to include all claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

(1) Seller shall release, defend, save, indemnify (collectively "Indemnify") and hold Buyer Group harmless from and against all Claims, for loss of or damage to the property of the members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(2) Seller shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(3) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for loss of or damage to the property (including the Work) of the members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(4) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(5) Except as provided in Section 14A(6) below, Buyer (on its own behalf and on behalf of Buyer Group) and Seller (on its own behalf and on behalf of Seller Group) shall Indemnify and hold each other harmless from and against any and all Claims asserted against them by or on behalf of any third party for the death(s) of or personal injury (ies) to such a third party, as well as loss (es) of or damage(s) to the property of such a third party. It is agreed by Buyer and Seller that their respective duty of indemnity to each other with respect to Claims asserted against them by a third party pursuant to this Article 14 (A) (5) shall be limited to their respective degree of Negligence.

(6) Notwithstanding any other provision contained in this Agreement, Buyer shall Indemnify and hold the members of Seller Group harmless from and against all Claims (including clean-up costs and loss (es) of oil, gas or

hydrocarbons) arising from (i) pollution, contamination, dumping or spilling of any substance, (ii) blowout, (iii) fire, or (iv) loss of, or damage to, wells, formations or mineral rights, even if arising out of or attributable to the Negligence of the members of the Seller Group.

(7) Notwithstanding any other provision contained in this Agreement, Buyer shall be responsible for and shall reimburse and Indemnify Seller in respect of any loss of or damage (excluding normal wear and tear) to Seller Group property, materials or equipment (tools) or components which (i) is damaged or lost whilst in-hole below the rotary table or (ii) is leased or borrowed by Buyer.

**B. INDEMNITY FOR CONSEQUENTIAL DAMAGES:**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO "INDEMNIFY" AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY "CLAIMS" FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE "NEGLIGENCE" OF THE MEMBERS OF THE SELLER GROUP.

**C. LIMITATION OF LIABILITY:**

EXCEPT AS OTHERWISE EXPRESSLY LIMITED IN THIS AGREEMENT IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES HEREBY ASSUMED BY THE PARTIES SHALL BE: (i) SUPPORTED BY INSURANCE; (ii) WITHOUT LIMIT; (iii) AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, BUT NOT LIMITED TO, PREEXISTING CONDITIONS (WHETHER SUCH CONDITIONS BE PATENT OR LATENT); THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS (WHETHER OR NOT PREEXISTING); THE UNAIRWORTHINESS OF ANY AIRCRAFT; BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED); BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES, OR APPURTENANCES OF ANY PARTY UNDER ANY CODE, LAW OR (WHETHER OR NOT SAID CONDITION IS PREEXISTING AND/OR LATENT, PATENT OR OTHERWISE); THE LOADING OR UNLOADING OF PERSONS OR CARGO; TORT; OR THE NEGLIGENCE OR FAULT OF ANY PARTY (AS DEFINED AT THE BEGINNING OF THIS ARTICLE 14; OR ANY OTHER THEORY OF LEGAL LIABILITY. Seller's total responsibility for any claims, damages, losses or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed 20% of the purchase price under the applicable purchase order.

**D. BUYER'S CUSTOMER AND SUPPLIER INDEMNITIES:**

Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to pollution and consequential losses described in Section 14A(6) and 14B above in connection with work performed under this Agreement, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

**E. CARE OF RENTAL EQUIPMENT:**

- (1) The Buyer, at its sole expense, shall be responsible for ensuring that the rental equipment is maintained in good working order and operating condition at all times the Buyer maintains possession of the rental equipment. The rental equipment shall be maintained in good working order and operating condition, at Buyer's expense, and shall be returned in the same condition as when received, ordinary wear and tear alone excepted.
- (2) Seller shall conduct an inspection ("Inspection and Disposition") of the rental equipment to determine if the rental equipment is in good working order and operating condition. If Seller after the Inspection and Disposition finds that the rental equipment is not in good working order and operating condition and is in need of refurbishment, remanufacture, and/or replacement, Seller shall prepare and submit a quotation and invoice, as necessary, prior to any repair work taking place to Buyer detailing the costs and expenses Buyer is obligated to pay to maintain the rental equipment in good working order and operating condition.
- (3) The Buyer shall be liable for all costs and expenses for the refurbishment of the rental equipment to its original state and condition, save and except for ordinary wear and tear. Without prejudice to the generality of the foregoing and for the avoidance of doubt, damage and deterioration in the rental equipment requiring welding machining or coating operations are not considered as normal wear and tear. Any costs and expenses for the refurbishment of the rental equipment shall be invoiced to Buyer upon the return and Inspection and Disposition of

the rental equipment. All costs for refurbishment and labor charges shall be specified in the pricing schedule or such other similar document agreed to by the parties.

(4) In respect of the rental equipment which requires welding machining or coating operations or other remanufacturing related actions, Seller will repair all damaged equipment, at the cost and expense of the Buyer. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place, Seller shall prepare and submit a quotation and invoice detailing the expected costs to repair the rental equipment to its original state and condition.

(5) In respect of rental equipment which has been lost or damaged beyond repair, the Buyer shall be liable and shall pay to Seller, Seller's most recent replacement price item, as may be prescribed by Seller from time to time, with such replacement price taking into account the age, usage and depreciated value of the lost or damaged item as determined by Seller's standard accounting procedures. Any such replacement price prescribed by Seller shall take into account the age, usage and actual value of the lost or damaged item. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place Seller will submit a quotation for the replacement price and an invoice to Buyer.

**15. MODIFICATION, RESCISSION & WAIVER:**

The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an authorized employee of Seller at its office in Houston, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes which arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.



**INVOICE**

**Invoice No** : 913383149  
**Invoice Date** : JUN 13 2013  
**Page** : 1 of 2

**Remit To:**  
 OneSubsea LLC  
 P.O. Box 732162  
 Dallas, TX 75373-2162

**Inquiries To :**  
 OneSubsea LLC  
 4646 W Sam Houston Parkway N  
 Houston, Texas 77041  
 Phone 713-939-2211

**Wire Transfer To:**  
 JPMorgan Chase Bank  
 New York, NY 10004  
 Account #: 192987706  
 ABA #: 021000021  
 Swift #: CHASUS33  
**ACH Remit To:**  
 JPMorgan Chase Bank  
 Chicago, IL  
 Account #: 192987706  
 ABA #: 071000013

**Payment Terms** : Cash in Advance  
**Terms & Conditions** : As Attached/Included  
**Freight Terms** : Ex Works BERWICK  
**Ship From** : BAYOU VISTA LA  
**Shipped Date** : MAR 18 2013

**Invoice to:** 21011440  
 BLUEWATER INDUSTRIES LP  
 ATTN: ACCOUNTS PAYABLE  
 5300 MEMORIAL STE 550  
 HOUSTON TX 77007

**Ship To:** 43217767  
 BLUEWATER INDUSTRIES  
 GREEN CANYON 300 OCSG 22939  
 13863 INDUSTRIAL RD  
 HOUSTON TX 77213

Inside Sales Contact : Gwen Luu / 985-395-1692      Sales Order : 3013057      Delivery Note : 84821257

**Customer Reference** : 1111-031 REV1  
**Placed By** : ALBERT MASON  
**Functional Location** : GM2-2041-0001-0002  
**Description** : GC 300 OCSG 22939 (21011440)  
**Project Reference** : (DOC) FSO 390145

**PO#:** 1111-031 REV1  
**WELL LOCATION:** GC 300 #2  
**OCSG#:** 15571  
**M/V NAME:** NORMAND COMMANDER  
**JOB REQUESTED:** ALBERT MASON  
**SERVICE BEGIN DATE:** 03/11/13  
**SERVICE END DATE:** 03/17/13  
**SERVICE HAND:** ALFRED CLAYTON

| Item | Material Number.<br>Description  | Qty    | Unit Net Price<br>USD | Extended Price<br>USD |
|------|--|--------|-----------------------|-----------------------|
| 10   | SUBSEAOFFSHORE<br>OFFSITE DAY RATE SUBSEA LABOR<br>CAMERON SERVICEMAN CALLED OUT TO LOCATION TO PERFORM WORK AS REQUESTED. | 1.0 DY | 2,581.00              | 2,581.00              |





Invoice No : 913383149  
Page : 2 of 2

| Item  | Material Number.<br>Description  | Qty       | Unit Net Price<br>USD | Extended Price<br>USD |
|---|--|-----------|-----------------------|-----------------------|
| NOTE: PLEASE REFER TO SERVICE TICKET ATTACHED FOR COMPLETE SERVICE REPORT.<br>ALRED CLAYTON PERFORMED THIS JOB. |  |           |                       |                       |
| 20  | STANDBY<br>STANDBY DAY RATE SUBSEA LABOR<br>CAMERON SERVICEMAN CALLED OUT TO LOCATION TO PERFORM WORK AS REQUESTED.<br>NOTE: PLEASE REFER TO SERVICE TICKET ATTACHED FOR COMPLETE SERVICE REPORT.<br>ALRED CLAYTON PERFORMED THIS JOB. | 6.0 DY    | 1,575.00              | 9,450.00              |
| 30  | MILEAGE<br>MILEAGE (ROUNDTRIP CAMERON, BERWICK, LA TO SPITZER YARD, CHANNELVIEW, TX)   | 540.00 MI | 2.00                  | 1,080.00              |

**Price Summary :**

**Total Price : 13,111.00 USD**

**Total Invoice Value : 13,111.00 USD**

Cameron is committed to complying with U.S. Export Administration Rules and Regulations. If this Order is being exported to you, or may be re-exported to an ultimate consignee or end-user abroad, the following applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

2041-0001-0002

T/c

[illegible]

## **TERMS AND CONDITIONS OF SALE**

### **1. CONTRACT ACCEPTANCE:**

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### **7. WARRANTIES:**

All products of Seller's manufacture except for its Orbit product are warranted against defects of material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever period first expires while its Orbit product is warranted for thirty six (36) months from date of shipment, when all such products are used in the service and within the pressure range for which they were

manufactured. In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller. Any repair work performed by Seller is warranted for one year from completion of such repairs and applies only to work performed. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any product or repair and if in the Seller's sole judgment the product or repair does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. to Seller's designated plant or service location. Seller has no liability for removal or reinstallation of products or equipment. Seller, at its option and expense, shall repair or replace the defective part or product, or repay to Buyer the full price paid by Buyer for such defective part, repair or product. Any repayment of purchase price shall be without interest. Seller's warranty liability, including defects caused by Seller's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Seller's judgment) as to affect the products adversely. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

#### **8. ENGINEERING AND SERVICE:**

Upon request, Seller will provide engineering and/or technical information regarding its products and their uses and, if feasible, will provide personnel to assist Buyer in effecting field installations and/or field service. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only.

#### **9. LABOR STANDARDS:**

Seller hereby certifies that these products were produced in accordance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

#### **10. INSPECTION:**

Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's plant or other shipping or receiving point designated by Seller and shall be conclusive except as regards latent defects. Buyer's representatives may inspect at the Seller's plant or shipping point during working hours prior to shipment in such manner as will not interfere with operations.

#### **11. DELIVERY AND ACCEPTANCE:**

Delivery shall be in accordance with the requirements in the Purchase Contract, provided, in the event Buyer is unable to accept delivery upon completion of the manufacture of the Goods in accordance with such requirements, Buyer agrees that (i) title and risk of ownership shall pass to Buyer on date of Seller's invoice, and (ii) Buyer will make payments within thirty days after date of such invoice. Seller shall retain custodial risk of loss until delivery is made in accordance with such requirements.

#### **12. EXPORT COMPLIANCE:**

The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods, services, software or technology to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.

**13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS:**

All prices are F.O.B. Seller's plant or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's plant or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:****A. INDEMNIFICATION:**

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint or concurrent, active, passive or gross negligence, willful misconduct, strict liability, product liability or any other legal cause of action.

"Claims" means any and all claims, demands, losses, damages and causes of action of whatever kind or nature. Unless otherwise specified, Claims is to be read in its broadest sense to include all claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

(1) Seller shall release, defend, save, indemnify (collectively "Indemnify") and hold Buyer Group harmless from and against all Claims, for loss of or damage to the property of the members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(2) Seller shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(3) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for loss of or damage to the property (including the Work) of the members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(4) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(5) Except as provided in Section 14A(6) below, Buyer (on its own behalf and on behalf of Buyer Group) and Seller (on its own behalf and on behalf of Seller Group) shall Indemnify and hold each other harmless from and against any and all Claims asserted against them by or on behalf of any third party for the death(s) of or personal injury (ies) to such a third party, as well as loss (es) of or damage(s) to the property of such a third party. It is agreed by Buyer and Seller that their respective duty of indemnity to each other with respect to Claims asserted against them by a third party pursuant to this Article 14 (A) (5) shall be limited to their respective degree of Negligence.

(6) Notwithstanding any other provision contained in this Agreement, Buyer shall Indemnify and hold the members of Seller Group harmless from and against all Claims (including clean-up costs and loss (es) of oil, gas or



hydrocarbons) arising from (i) pollution, contamination, dumping or spilling of any substance, (ii) blowout, (iii) fire, or (iv) loss of, or damage to, wells, formations or mineral rights, even if arising out of or attributable to the Negligence of the members of the Seller Group.

(7) Notwithstanding any other provision contained in this Agreement, Buyer shall be responsible for and shall reimburse and Indemnify Seller in respect of any loss of or damage (excluding normal wear and tear) to Seller Group property, materials or equipment (tools) or components which (i) is damaged or lost whilst in-hole below the rotary table or (ii) is leased or borrowed by Buyer.

**B. INDEMNITY FOR CONSEQUENTIAL DAMAGES:**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO "INDEMNIFY" AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY "CLAIMS" FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE "NEGLIGENCE" OF THE MEMBERS OF THE SELLER GROUP.

**C. LIMITATION OF LIABILITY:**

EXCEPT AS OTHERWISE EXPRESSLY LIMITED IN THIS AGREEMENT IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES HEREBY ASSUMED BY THE PARTIES SHALL BE: (i) SUPPORTED BY INSURANCE; (ii) WITHOUT LIMIT; (iii) AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, BUT NOT LIMITED TO, PREEXISTING CONDITIONS (WHETHER SUCH CONDITIONS BE PATENT OR LATENT); THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS (WHETHER OR NOT PREEXISTING); THE UNAIRWORTHINESS OF ANY AIRCRAFT; BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED); BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES, OR APPURTENANCES OF ANY PARTY UNDER ANY CODE, LAW OR (WHETHER OR NOT SAID CONDITION IS PREEXISTING AND/OR LATENT, PATENT OR OTHERWISE); THE LOADING OR UNLOADING OF PERSONS OR CARGO; TORT; OR THE NEGLIGENCE OR FAULT OF ANY PARTY (AS DEFINED AT THE BEGINNING OF THIS ARTICLE 14; OR ANY OTHER THEORY OF LEGAL LIABILITY. Seller's total responsibility for any claims, damages, losses or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed 20% of the purchase price under the applicable purchase order.

**D. BUYER'S CUSTOMER AND SUPPLIER INDEMNITIES:**

Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to pollution and consequential losses described in Section 14A(6) and 14B above in connection with work performed under this Agreement, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

**E. CARE OF RENTAL EQUIPMENT:**

(1) The Buyer, at its sole expense, shall be responsible for ensuring that the rental equipment is maintained in good working order and operating condition at all times the Buyer maintains possession of the rental equipment. The rental equipment shall be maintained in good working order and operating condition, at Buyer's expense, and shall be returned in the same condition as when received, ordinary wear and tear alone excepted.

(2) Seller shall conduct an inspection ("Inspection and Disposition") of the rental equipment to determine if the rental equipment is in good working order and operating condition. If Seller after the Inspection and Disposition finds that the rental equipment is not in good working order and operating condition and is in need of refurbishment, remanufacture, and/or replacement, Seller shall prepare and submit a quotation and invoice, as necessary, prior to any repair work taking place to Buyer detailing the costs and expenses Buyer is obligated to pay to maintain the rental equipment in good working order and operating condition.

(3) The Buyer shall be liable for all costs and expenses for the refurbishment of the rental equipment to its original state and condition, save and except for ordinary wear and tear. Without prejudice to the generality of the foregoing and for the avoidance of doubt, damage and deterioration in the rental equipment requiring welding machining or coating operations are not considered as normal wear and tear. Any costs and expenses for the refurbishment of the rental equipment shall be invoiced to Buyer upon the return and Inspection and Disposition of

the rental equipment. All costs for refurbishment and labor charges shall be specified in the pricing schedule or such other similar document agreed to by the parties.

(4) In respect of the rental equipment which requires welding machining or coating operations or other remanufacturing related actions, Seller will repair all damaged equipment, at the cost and expense of the Buyer. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place, Seller shall prepare and submit a quotation and invoice detailing the expected costs to repair the rental equipment to its original state and condition.

(5) In respect of rental equipment which has been lost or damaged beyond repair, the Buyer shall be liable and shall pay to Seller, Seller's most recent replacement price item, as may be prescribed by Seller from time to time, with such replacement price taking into account the age, usage and depreciated value of the lost or damaged item as determined by Seller's standard accounting procedures. Any such replacement price prescribed by Seller shall take into account the age, usage and actual value of the lost or damaged item. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place Seller will submit a quotation for the replacement price and an invoice to Buyer.

**15. MODIFICATION, RESCISSION & WAIVER:**

The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an authorized employee of Seller at its office in Houston, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes which arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.



**INVOICE**

Invoice No : 913383150  
 Invoice Date : JUN 13 2013  
 Page : 1 of 2

Remit To:  
 OneSubsea LLC  
 P.O. Box 732162  
 Dallas, TX 75373-2162

Inquiries To :  
 OneSubsea LLC  
 4646 W Sam Houston Parkway N  
 Houston, Texas 77041  
 Phone 713-939-2211

Wire Transfer To:  
 JPMorgan Chase Bank  
 New York, NY 10004  
 Account #: 192987706  
 ABA #: 021000021  
 Swift #: CHASUS33  
 ACH Remit To:  
 JPMorgan Chase Bank  
 Chicago, IL  
 Account #: 192987706  
 ABA #: 071000013

Payment Terms : Cash in Advance  
 Terms & Conditions : As Attached/Included  
 Freight Terms : Ex Works BERWICK  
 Ship From : BAYOU VISTA LA  
 Shipped Date : MAR 18 2013

Invoice to: 21011440  
 BLUEWATER INDUSTRIES LP  
 ATTN: ACCOUNTS PAYABLE  
 5300 MEMORIAL STE 550  
 HOUSTON TX 77007

Ship To: 43217767  
 BLUEWATER INDUSTRIES  
 GREEN CANYON 300 OCSG 22939  
 13863 INDUSTRIAL RD  
 HOUSTON TX 77213

Inside Sales Contact : Gwen Luu / 985-395-1692 Sales Order : 3013082 Delivery Note : 84821259

Customer Reference : 1111-031 REV1  
 Placed By : ALBERT MASON  
 Functional Location : GM2-2041-0001-0002  
 Description : GC 300 OCSG 22939 (21011440)  
 Project Reference : (DOC) FSO 390146

PO#: 1111-031 REV1  
 WELL LOCATION: GC 300 #2  
 OCSG#: 15571  
 M/V NAME: NORMAND COMMANDER  
 JOB REQUESTED: ALBERT MASON  
 SERVICE BEGIN DATE: 03/18/13  
 SERVICE END DATE: 03/21/13  
 SERVICE HAND: ALFRED CLAYTON

| Item | Material Number.<br>Description   | Qty    | Unit Net Price<br>USD | Extended Price<br>USD |
|------|---|--------|-----------------------|-----------------------|
| 10   | STANDBY<br>STANDBY DAY RATE SUBSEA LABOR<br>CAMERON SERVICEMAN CALLED OUT TO LOCATION TO PERFORM WORK AS REQUESTED. | 4.0 DY | 1,575.00              | 6,300.00              |



Invoice No : 913383150  
Page : 2 of 2

| Item | Material Number.<br>Description | Qty | Unit Net Price<br>USD | Extended Price<br>USD |
|------|---------------------------------|-----|-----------------------|-----------------------|
|------|---------------------------------|-----|-----------------------|-----------------------|

NOTE: PLEASE REFER TO SERVICE TICKET ATTACHED FOR COMPLETE SERVICE REPORT.  
ALRED CLAYTON PERFORMED THIS JOB.

**Price Summary :**

**Total Price : 6,300.00 USD**

**Total Invoice Value : 6,300.00 USD**

Cameron is committed to complying with U.S. Export Administration Rules and Regulations. If this Order is being exported to you, or may be re-exported to an ultimate consignee or end-user abroad, the following applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

I/c

FIELD SERVICE ORDER NO.

390146

FIELD SERVICE ORDER

CAM-2903-E

LAND

OTHER

DATE PREPARED

3-21-13

PAGE

1

OF

1

SALES ORDER NO.

PURCHASE ORDER NO./CONTRACT NO.

P.O. DATE

COUNTY

STATE

ORDERED BY

WELL REFERENCE/OCS NO.

BILL TO

RIG NAME

BILL OF LADING

BOLD

FED. WAT.

FREIGHT

VA

LOCATION

WELLHEAD

SIZE

MAKE

S/N

W.P.

PN

VALVE

SIZE

MODEL

TRIM

S/N

W.P.

PN

HANGER

SIZE

TYPE

CSG/TBG SIZE

WEIGHT

GRADE

THREAD

WORK PERFORMED

STAND BY WAITING TO INSTALL PUMPER

3-18-13-3-19-13 - 3-20-13 3-21-13

ITEM

QTY.

DESCRIPTION

PART NO.

UNIT PRICE

DIS-COUNT

TOTAL

F.O.B. MANUFACTURING PLANT

TOTAL PARTS AND MATERIALS

LABOR

FROM: HR & DATE

TO: HR & DATE

REG. HOURS

OT HOURS

RATE

OT RATE

LOADING

FREIGHT OR MISCELLANEOUS

MEALS

MILEAGE

PER MILE

PERFORMANCE REVIEW

EXCEEDED EXPECTATIONS

MET EXPECTATIONS

NEEDS IMPROVEMENT

DID NOT MEET EXPECTATIONS

EST. CHARGES

Serviceman Arrived at Location On Time

Serviceman's Attitude

Serviceman's Competency

Service Facility Office Support

Did Serviceman Properly Review CAM issued JHA

OTHER (PLEASE LIST)

TOTAL CHARGES

JOB TYPE

Drilling

Section A B C (circle one)

System (fill in MIST/SSW etc.)

Hanger IC S Man. (circle one)

CUSTOMER STAMP

RIG DELAY RESULTING FROM CAMERON SERVICE OR EQUIPMENT?

IF YES PLEASE GIVE YOUR COMMENTS:

CAMERON REP. Print

CUSTOMER REP. Print

Signature

Signature

DATE

DATE

Reviewed by District Mgr.

FPR Submitted

Signature

FPR

Date

Date

## **TERMS AND CONDITIONS OF SALE**

### **1. CONTRACT ACCEPTANCE:**

Any written or oral purchase order received from Buyer by Seller shall be construed as a written acceptance of Seller's offer to sell and shall be filled in accordance with the terms and conditions of sale set forth herein. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. The terms and conditions of Seller's proposal (if any) and acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless Buyer notifies Seller in writing of its objections thereto within fifteen (15) days from receipt of Seller's acknowledgement. Buyer's standard terms of purchase will not be considered a counteroffer to Seller's terms and conditions of sale. The failure of Seller to object to any provision in conflict herewith whether contained on Buyer's purchase order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

### **2. QUOTATIONS AND PRICES:**

Any product, service capability or manufacturing capability which may be available at the time a quotation is made is subject to prior sale. Prices quoted are subject to change without notice. The price in effect at the time of shipment including any escalation formula will apply, unless a valid quotation or written agreement to the contrary exists between Buyer and Seller. All prices shown are in U.S. dollars and are F.O.B. Seller's shipping point. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law. Any documentation pertaining to traceability requirements for raw materials or products or documentation required for any routine or special processes must be identified by the Buyer at the time of quotation (if any) or at the time of order placement.

### **3. TAXES:**

Any tax or other charge imposed by law on the sale or production of goods or the performance of services shall be paid by the Buyer, unless the law specifically provides that such payment must be made by Seller, in which case Buyer shall reimburse Seller for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by Buyer.

### **4. SHIPPING SCHEDULE AND DELIVERY:**

Shipment schedules are given as accurately as conditions permit and every effort will be made to make shipments as scheduled. Seller will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Buyer (or any third party) occasioned by deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, fire, flood, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control, whether of similar or dissimilar nature than those enumerated. Seller shall have additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it may consider to be equitable. Seller reserves the right to furnish commercially equivalent or better substitutes for materials or to subcontract the Buyer's order or portions thereof as Seller deems necessary. In no event shall Seller be liable for any consequential damages resulting from failure or delay in shipment. If Buyer requires drawings, procedures, standards or similar material for approval, shipping schedules will be calculated from the time such approvals are received by Seller, since shipping schedules are based on Seller having all required information and a firm order from Buyer which is enterable into production. Any hold points, witness points or the need for inspection by Buyer's representatives must be identified by Buyer at the time of quotation (if any) and/or order placement in order that the effect on the prices or shipping schedules (if any) can be taken into account. Additional inspection or testing required by Buyer which affects normal production sequence will be considered as extending the shipping dates accordingly.

### **5. TERMS OF PAYMENT:**

Terms of payment are 30 days from date of invoice unless otherwise stated in the quotation or Seller's order acknowledgment.

### **6. CANCELLATIONS AND RETURNS:**

Purchase orders once placed by Buyer and accepted by Seller can be canceled only with Seller's written consent and upon terms which will save Seller from loss. No products may be returned for credit or adjustment without written permission from Seller's office authorized to issue such permission.

### **7. WARRANTIES:**

All products of Seller's manufacture except for its Orbit product are warranted against defects of material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever period first expires while its Orbit product is warranted for thirty six (36) months from date of shipment, when all such products are used in the service and within the pressure range for which they were

manufactured. In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller. Any repair work performed by Seller is warranted for one year from completion of such repairs and applies only to work performed. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any product or repair and if in the Seller's sole judgment the product or repair does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. to Seller's designated plant or service location. Seller has no liability for removal or reinstallation of products or equipment. Seller, at its option and expense, shall repair or replace the defective part or product, or repay to Buyer the full price paid by Buyer for such defective part, repair or product. Any repayment of purchase price shall be without interest. Seller's warranty liability, including defects caused by Seller's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Seller's judgment) as to affect the products adversely. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

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The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods, services, software or technology to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.

**13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS:**

All prices are F.O.B. Seller's plant or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's plant or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:****A. INDEMNIFICATION:**

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint or concurrent, active, passive or gross negligence, willful misconduct, strict liability, product liability or any other legal cause of action.

"Claims" means any and all claims, demands, losses, damages and causes of action of whatever kind or nature. Unless otherwise specified, Claims is to be read in its broadest sense to include all claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

(1) Seller shall release, defend, save, indemnify (collectively "Indemnify") and hold Buyer Group harmless from and against all Claims, for loss of or damage to the property of the members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(2) Seller shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Seller Group even if such Claims arise from or attributable to the Negligence of the members of Buyer Group.

(3) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for loss of or damage to the property (including the Work) of the members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(4) Buyer shall Indemnify and hold Seller Group harmless from and against all Claims for the death(s) of or personal injury(ies) to members of the Buyer Group even if such Claims arise from or attributable to the Negligence of the members of Seller Group.

(5) Except as provided in Section 14A(6) below, Buyer (on its own behalf and on behalf of Buyer Group) and Seller (on its own behalf and on behalf of Seller Group) shall Indemnify and hold each other harmless from and against any and all Claims asserted against them by or on behalf of any third party for the death(s) of or personal injury (ies) to such a third party, as well as loss (es) of or damage(s) to the property of such a third party. It is agreed by Buyer and Seller that their respective duty of indemnity to each other with respect to Claims asserted against them by a third party pursuant to this Article 14 (A) (5) shall be limited to their respective degree of Negligence.

(6) Notwithstanding any other provision contained in this Agreement, Buyer shall Indemnify and hold the members of Seller Group harmless from and against all Claims (including clean-up costs and loss (es) of oil, gas or



hydrocarbons) arising from (i) pollution, contamination, dumping or spilling of any substance, (ii) blowout, (iii) fire, or (iv) loss of, or damage to, wells, formations or mineral rights, even if arising out of or attributable to the Negligence of the members of the Seller Group.

(7) Notwithstanding any other provision contained in this Agreement, Buyer shall be responsible for and shall reimburse and Indemnify Seller in respect of any loss of or damage (excluding normal wear and tear) to Seller Group property, materials or equipment (tools) or components which (i) is damaged or lost whilst in-hole below the rotary table or (ii) is leased or borrowed by Buyer.

**B. INDEMNITY FOR CONSEQUENTIAL DAMAGES:**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO "INDEMNIFY" AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY "CLAIMS" FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE "NEGLIGENCE" OF THE MEMBERS OF THE SELLER GROUP.

**C. LIMITATION OF LIABILITY:**

EXCEPT AS OTHERWISE EXPRESSLY LIMITED IN THIS AGREEMENT IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES HEREBY ASSUMED BY THE PARTIES SHALL BE: (i) SUPPORTED BY INSURANCE; (ii) WITHOUT LIMIT; (iii) AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, BUT NOT LIMITED TO, PREEXISTING CONDITIONS (WHETHER SUCH CONDITIONS BE PATENT OR LATENT); THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS (WHETHER OR NOT PREEXISTING); THE UNAIRWORTHINESS OF ANY AIRCRAFT; BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED); BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES, OR APPURTENANCES OF ANY PARTY UNDER ANY CODE, LAW OR (WHETHER OR NOT SAID CONDITION IS PREEXISTING AND/OR LATENT, PATENT OR OTHERWISE); THE LOADING OR UNLOADING OF PERSONS OR CARGO; TORT; OR THE NEGLIGENCE OR FAULT OF ANY PARTY (AS DEFINED AT THE BEGINNING OF THIS ARTICLE 14; OR ANY OTHER THEORY OF LEGAL LIABILITY. Seller's total responsibility for any claims, damages, losses or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed 20% of the purchase price under the applicable purchase order.

**D. BUYER'S CUSTOMER AND SUPPLIER INDEMNITIES:**

Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to pollution and consequential losses described in Section 14A(6) and 14B above in connection with work performed under this Agreement, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

**E. CARE OF RENTAL EQUIPMENT:**

(1) The Buyer, at its sole expense, shall be responsible for ensuring that the rental equipment is maintained in good working order and operating condition at all times the Buyer maintains possession of the rental equipment. The rental equipment shall be maintained in good working order and operating condition, at Buyer's expense, and shall be returned in the same condition as when received, ordinary wear and tear alone excepted.

(2) Seller shall conduct an inspection ("Inspection and Disposition") of the rental equipment to determine if the rental equipment is in good working order and operating condition. If Seller after the Inspection and Disposition finds that the rental equipment is not in good working order and operating condition and is in need of refurbishment, manufacture, and/or replacement, Seller shall prepare and submit a quotation and invoice, as necessary, prior to any repair work taking place to Buyer detailing the costs and expenses Buyer is obligated to pay to maintain the rental equipment in good working order and operating condition.

(3) The Buyer shall be liable for all costs and expenses for the refurbishment of the rental equipment to its original state and condition, save and except for ordinary wear and tear. Without prejudice to the generality of the foregoing and for the avoidance of doubt, damage and deterioration in the rental equipment requiring welding machining or coating operations are not considered as normal wear and tear. Any costs and expenses for the refurbishment of the rental equipment shall be invoiced to Buyer upon the return and Inspection and Disposition of



the rental equipment. All costs for refurbishment and labor charges shall be specified in the pricing schedule or such other similar document agreed to by the parties.

(4) In respect of the rental equipment which requires welding machining or coating operations or other remanufacturing related actions, Seller will repair all damaged equipment, at the cost and expense of the Buyer. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place, Seller shall prepare and submit a quotation and invoice detailing the expected costs to repair the rental equipment to its original state and condition.

(5) In respect of rental equipment which has been lost or damaged beyond repair, the Buyer shall be liable and shall pay to Seller, Seller's most recent replacement price item, as may be prescribed by Seller from time to time, with such replacement price taking into account the age, usage and depreciated value of the lost or damaged item as determined by Seller's standard accounting procedures. Any such replacement price prescribed by Seller shall take into account the age, usage and actual value of the lost or damaged item. Upon the completion of the Inspection and Disposition of the rental equipment and prior to any repair work taking place Seller will submit a quotation for the replacement price and an invoice to Buyer.

**15. MODIFICATION, RESCISSION & WAIVER:**

The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an authorized employee of Seller at its office in Houston, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes which arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.